

GB-Shrewsbury: Maintenance of Swimming Pool Dosing Equipment

Competitive Contract Notice

1. Title: GB-Shrewsbury: Maintenance of Swimming Pool Dosing Equipment
2. Awarding Authority:
Shropshire Council
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Attn: Procurement Manager

3. Contract Type: Services
Sub Type: Maintenance and repair services.

4. Description: Equipment for swimming pools. The delivery of the works undertaken by the Contractor under this Contract shall enable the Council to discharge their responsibility for the maintenance of swimming pool dosing equipment in various Shropshire Council maintained properties along with those of other external client to the Council.

The delivery of this contract shall comply with BS EN 15288-2:2018 Swimming Pools for Public Use. Safety Requirements for Operation. And HSG179: Managing Health and Safety in Swimming Pools.

The visits are to be within the months shown in the Schedule of Properties - Schedule 2 and shall not lapse the date given. Inspections are permitted to be undertaken up to 2 weeks early

The contract will be for the period 1st November 2022 to 31st March 2026 Thereafter, the contract may be extended for a further 2 years (up to March 2028) subject to satisfactory performance during the contract year and the agreement of the costs for the ensuing 12 months.

Please see the 'Specification' document for full details of the contract

5. CPV Codes:
43324100 - Equipment for swimming pools.

6. NUTS Codes :
UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: ROCB 023

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 25/08/2022 12:00:00

11. Address to which they must be sent:

Not Provided

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-Maintenance-of-Swimming-Pool-Dosing-Equipment/9T6DUW3Z52>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/9T6DUW3Z52>

TKR-2022726-PRO-20676175

Suitable for VCO: Yes

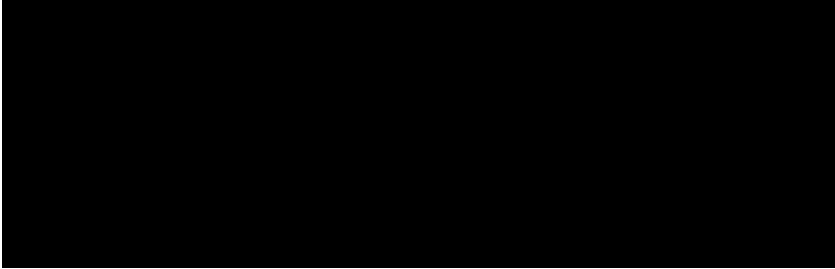
Procedure Type:OPEN

Period of Work Start date: 01/11/2022

Period of Work End date: 31/03/2028

Is this a Framework Agreement?: no

**Commissioning Development & Procurement
Finance Governance & Assurance**
Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



Dear Bidder

**ROCB 023 – Maintenance of Swimming Pool Dosing Equipment
SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter, please find copies of the following documents:

Tender Response Document
Specification
Appendix A - Servicing Schedule 3 monthly, 6 monthly & 12 monthly (zip file)
Appendix B – Staff Experience Forms
Appendix C - Schedule of Properties and Pricing Schedule
Appendix D – Cloud Condition
Instructions for Tenderers
Draft contract / Form of Agreement

Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox. Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 25 August 2022** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
 - **Please ensure that you allow yourself at least two hours when responding prior to the closing date and time**, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

- **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

- Tenders are received by post, facsimile or email
- Tenders are received after **12 noon on the given deadline**

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

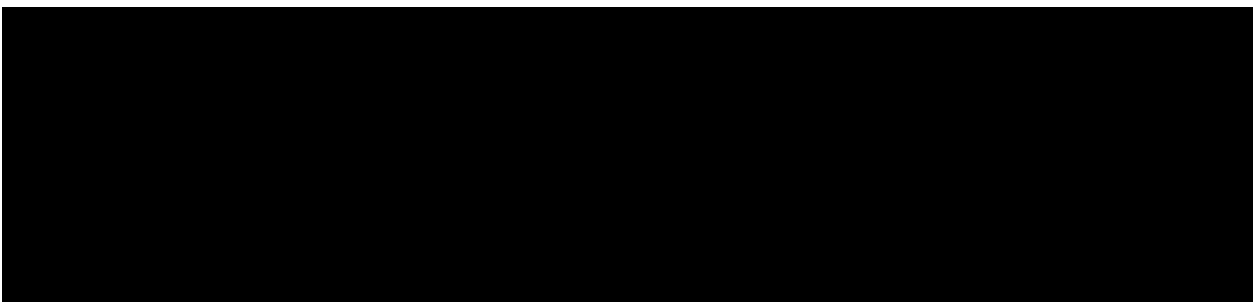
Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **18 August 2022**.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully





INSTRUCTIONS FOR TENDERING

Shropshire Council Instructions for tendering

The delivery of the works undertaken by the Contractor under this Contract shall enable the Council to discharge their responsibility for the maintenance of swimming pool dosing equipment in various Shropshire Council maintained properties along with those of other external client to the Council.

The delivery of this contract shall comply with BS EN 15288-2:2018 Swimming Pools for Public Use. Safety Requirements for Operation. And HSG179: Managing Health and Safety in Swimming Pools.

The visits are to be within the months shown in the Schedule of Properties - Schedule 2 and shall not lapse the date given. Inspections are permitted to be undertaken up to 2 weeks early

The contract will be for the period 1st November 2022 to 31st March 2026 Thereafter, the contract may be extended for a further 2 years (up to March 2028) subject to satisfactory performance during the contract year and the agreement of the costs for the ensuing 12 months.

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1.0 Invitation to Tender

- 1.1 You are invited to tender for the supply of swimming pool dosing equipment as detailed in the Tender Response Document. The contract will be for an initial period of 3 years 5 months commencing on the 1 November 2022 with the option to extend for a further period of up to 2 years.
- 1.2 Tenders are to be submitted in accordance with the draft contract of Shropshire Council, and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4 The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.0 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the draft contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited

to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 25 August 2022**.

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.
- 5.0** **Variant Bids**
- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a “Variant Bid”. However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents(the “Compliant Tender”) . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.
- 6.0** **Tender Evaluation**
- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer’s submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.
- 7.0** **Clarifications**
- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

7.4 All queries should be raised as soon as possible (in writing), in any event not later than **18 August 2022**.

7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

9.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

9.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

9.5.4 the Tenderer is legally required to make such a disclosure.

9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

10.1 Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of

the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.3 The Tender documentation including the Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

15.4 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/ arrangement being 1 November 2022.

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore, any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

17.1 The Council does not bind himself to accept the lowest or any tender.

17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other

communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

19.0 **Declaration**

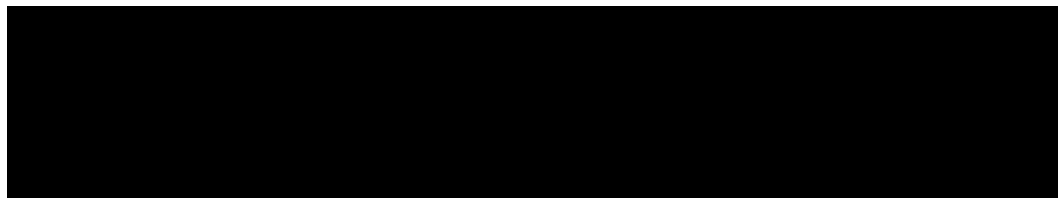
We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council.



Tender Response Document

ROCB 023 – Maintenance of Swimming Pool Dosing Equipment

Name of TENDERING
ORGANISATION
(please insert)



Please also add your company name to the footer of each page of the returned document

Shropshire Council Tender Response Document

Contract Description/Specification:

The delivery of the works undertaken by the Contractor under this Contract shall enable the Council to discharge their responsibility for the maintenance of swimming pool dosing equipment in various Shropshire Council maintained properties along with those of other external client to the Council.

The delivery of this contract shall comply with BS EN 15288-2:2018 Swimming Pools for Public Use. Safety Requirements for Operation. And HSG179: Managing Health and Safety in Swimming Pools.

The visits are to be within the months shown in the Schedule of Properties - Schedule 2 and shall not lapse the date given. Inspections are permitted to be undertaken up to 2 weeks early

The contract will be for the period 1st November 2022 to 31st March 2026 Thereafter, the contract may be extended for a further 2 years (up to March 2028) subject to satisfactory performance during the contract year and the agreement of the costs for the ensuing 12 months.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested a **copy must** accompany your tender response.

Contents

Section	Description	Page
A1	Form of Tender	8
A2	Non-Canvassing Certificate	9
A3	Non-Collusive Tendering Certificate	10
A4	Declaration of Connection with Officers or Elected Members of the Council	11
You must sign all 4 certificates in sections A1 to A4		
B Part 1	Supplier Information – For information only	14
B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion	18
B Part 2 Section 3	Grounds for Discretionary Exclusion	21
Section C	Tender, Pricing and Social Value Schedule	30

Evaluation Criteria

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

Selection Criteria Pass/Fail Questions (Section B)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 2 – Question 2.5	DBS Requirements
Section B Part 2 Section 2 – Question 2.6	CHAS Accreditation
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3):-

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Price 40% (200 marks)		
Section C / Q 1.1	Maintenance Rates	150 max marks
Section C / Q 1.2	Daywork Rates	50 marks
Total for price		200 max marks
Quality 50% (250 marks)		
Section C / Q 2.1	General operation of contract	5 / 50 max marks
Section C / Q 3.1	Service Reports	5 / 50 max marks
Section C / Q 3.2	Sample Quotation	2.5 / 25 max marks
Section C / Q 4.1	Qualifications	2.5 / 25 max marks
Section C / Q 5.1	Risk Assessment	2.5 / 25 max marks
Section C / Q 6.1	Method Statements	2.5 / 25 max marks
Section C / Q 7.1	Accreditations	For information only
Section C / Q 8.1	Quality Assurance	2.5 / 25 max marks
Section C / Q 9.1	Provision of maintenance	For information only
Section C / Q 9.2	Number of employees	For information only
Section C / Q 9.3	Resources available for this contract	2.5 / 25 max marks
Total for quality		50 / 250 max marks
Social Value 10% (50 marks)		
Section C / Q 10.1	Social Value	2.5 / 25 max marks
Section C / Q 11.1	Carbon Neutrality	2.5 / 25 max marks
Total for Social Value		5 / 50 max marks

Shropshire Council is committed to securing Social Value through all its procurement activity. By requiring contractors to deliver Social Value we will improve social, economic and environmental outcomes for Shropshire and beyond. Our Social Value Framework sets how the Council's priorities can be met by a range of Social Value measures <https://www.shropshire.gov.uk/social-value/>

Price Evaluation and scoring

The annual contract price will be evaluated using the rates tendered in Section C. This is split into two parts.

Section C / Q 1.1 Maintenance Rates.

This will be evaluated by using the cost tendered in section C / Q 1.1. The most competitively priced tender will receive the maximum mark for the maintenance rates section being 150 marks. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Section C / Q 1.2 Day work Rates

This will be evaluated by the following:

20 separate calls outs which each take 3 hours on site time to complete with £75 trade price worth of materials to which the declared percentage mark-up will be applied.

8 of these calls will be during normal working hours.

4 of these calls will be 'outside normal hours (Monday – Friday).

4 of these calls will be on a Saturday.

2 of these calls will be on a Sunday.

2 of these calls will be on a bank holiday.

Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	

Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 250 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

Social Value Evaluation and Scoring

Proposals for delivery of Social Value in accordance with Shropshire Council's Social Value Framework will be scored using the scoring scheme applied to responses in the 'Quality' section of this tender response. Where we have not set out any particular measures for you to consider we will take into account the nature and proportionality of your Social Value commitment in relation to this contract. Where we have set out measures for you to consider we will take into account the extent to which your response meets these particular requirements.

The tender receiving the highest initial mark for Social Value overall will receive the full 50 marks available for Social Value. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Social Value overall.

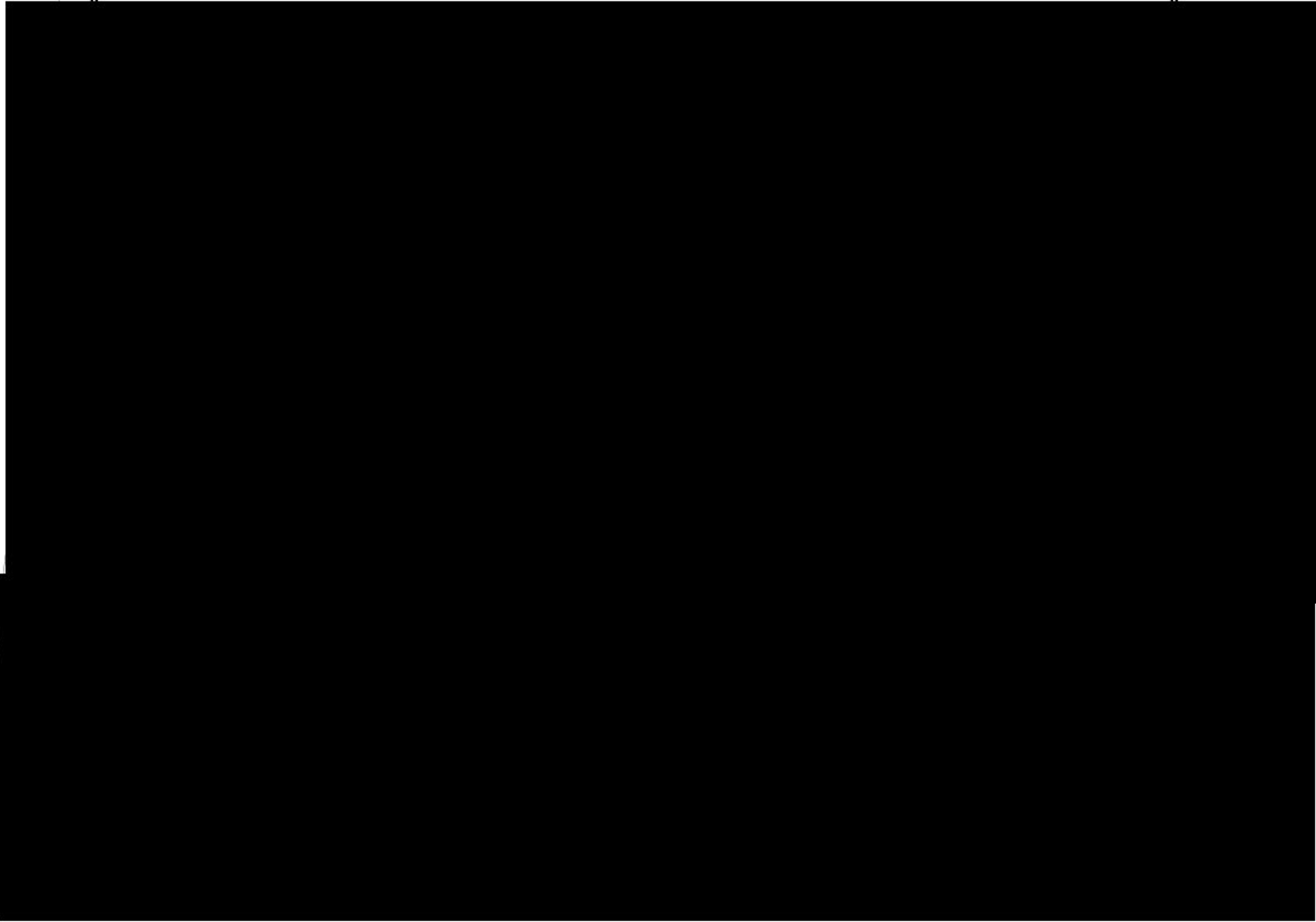
Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for maintenance of swimming pool dosing equipment

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the maintenance of swimming pool dosing equipment at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



Section A:
2. Non – Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

We hereby certify that We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

We further hereby undertake that We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.



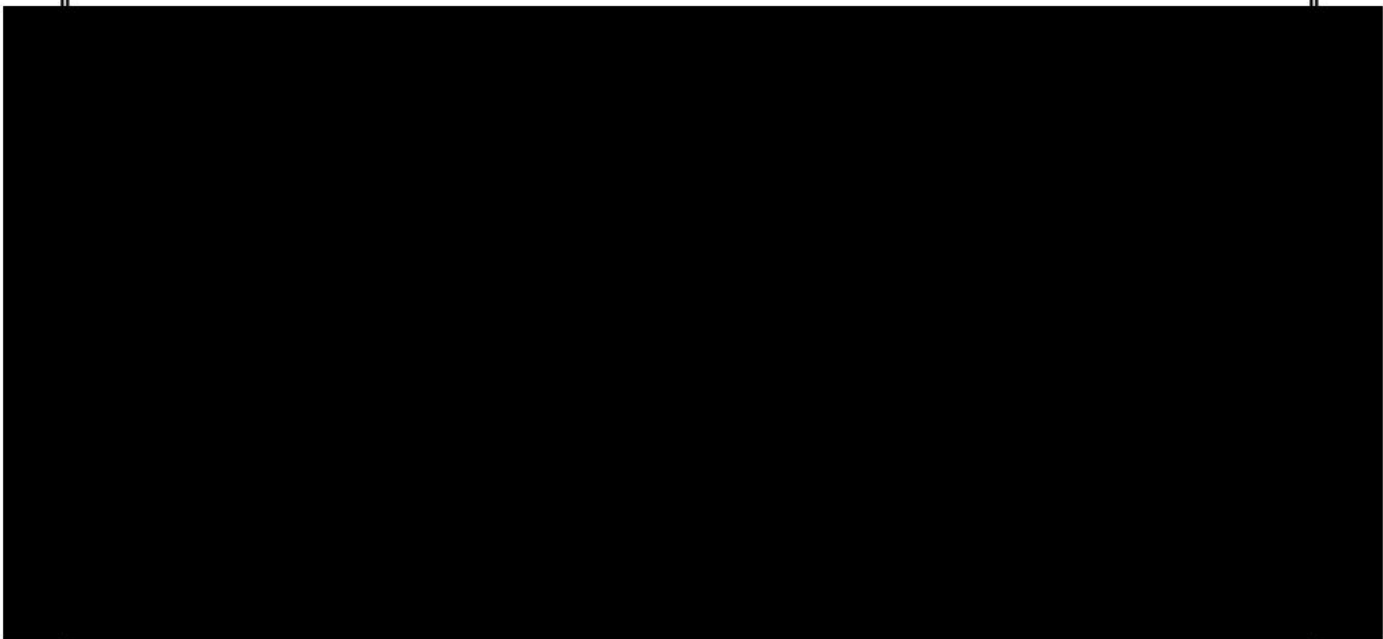
To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.



Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

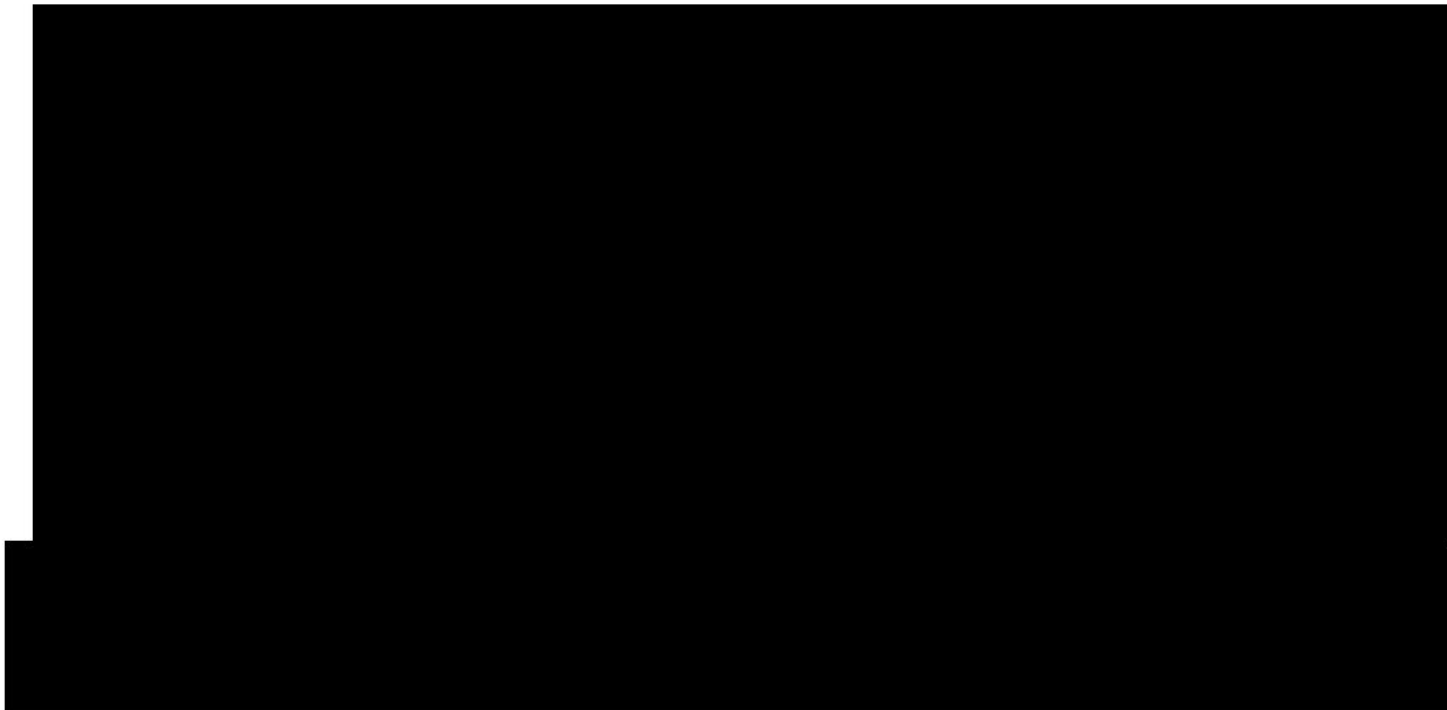
Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?



Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.



SECTION B

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning). For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors.** *All sub-contractors are required to complete Part 1 and Part 2¹.*
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

¹ See PCR 2015 regulations 71 (8)-(9)

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	[REDACTED]
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	

1.1(k)	Trading name(s) that will be used if successful in this procurement.
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) <ul style="list-style-type: none"> a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public Service Mutual
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ³ <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)
1.1(o)	Details of immediate parent company: <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)
1.1(p)	Details of ultimate parent company: <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

² See EU definition of SME - https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. See PSC guidance.

Please provide the following information about your approach to this procurement:

Section 1	Bidding Model																																																					
Question number	Question	Response																																																				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?																																																					
1.2(a) - (ii)	Name of group of economic operators (if applicable)																																																					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																																																					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?																																																					
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				<table border="1" data-bbox="331 1361 1401 1908"> <tbody> <tr> <td data-bbox="331 1361 603 1395">Name</td> <td data-bbox="603 1361 788 1395"></td> <td data-bbox="788 1361 1018 1395"></td> <td data-bbox="1018 1361 1232 1395"></td> <td data-bbox="1232 1361 1401 1395"></td> </tr> <tr> <td data-bbox="331 1395 603 1429">Registered address</td> <td data-bbox="603 1395 788 1429"></td> <td data-bbox="788 1395 1018 1429"></td> <td data-bbox="1018 1395 1232 1429"></td> <td data-bbox="1232 1395 1401 1429"></td> </tr> <tr> <td data-bbox="331 1429 603 1462">Trading status</td> <td data-bbox="603 1429 788 1462"></td> <td data-bbox="788 1429 1018 1462"></td> <td data-bbox="1018 1429 1232 1462"></td> <td data-bbox="1232 1429 1401 1462"></td> </tr> <tr> <td data-bbox="331 1462 603 1496">Company registration number</td> <td data-bbox="603 1462 788 1496"></td> <td data-bbox="788 1462 1018 1496"></td> <td data-bbox="1018 1462 1232 1496"></td> <td data-bbox="1232 1462 1401 1496"></td> </tr> <tr> <td data-bbox="331 1496 603 1529">Head Office DUNS number (if applicable)</td> <td data-bbox="603 1496 788 1529"></td> <td data-bbox="788 1496 1018 1529"></td> <td data-bbox="1018 1496 1232 1529"></td> <td data-bbox="1232 1496 1401 1529"></td> </tr> <tr> <td data-bbox="331 1529 603 1563">Registered VAT number</td> <td data-bbox="603 1529 788 1563"></td> <td data-bbox="788 1529 1018 1563"></td> <td data-bbox="1018 1529 1232 1563"></td> <td data-bbox="1232 1529 1401 1563"></td> </tr> <tr> <td data-bbox="331 1563 603 1597">Type of organisation</td> <td data-bbox="603 1563 788 1597"></td> <td data-bbox="788 1563 1018 1597"></td> <td data-bbox="1018 1563 1232 1597"></td> <td data-bbox="1232 1563 1401 1597"></td> </tr> <tr> <td data-bbox="331 1597 603 1630">SME (Yes/No)</td> <td data-bbox="603 1597 788 1630"></td> <td data-bbox="788 1597 1018 1630"></td> <td data-bbox="1018 1597 1232 1630"></td> <td data-bbox="1232 1597 1401 1630"></td> </tr> <tr> <td data-bbox="331 1630 603 1753">The role each sub-contractor will take in providing the works and /or supplies e.g., key deliverables</td> <td data-bbox="603 1630 788 1753"></td> <td data-bbox="788 1630 1018 1753"></td> <td data-bbox="1018 1630 1232 1753"></td> <td data-bbox="1232 1630 1401 1753"></td> </tr> <tr> <td data-bbox="331 1753 603 1908">The approximate % of contractual obligations assigned to each sub-contractor</td> <td data-bbox="603 1753 788 1908"></td> <td data-bbox="788 1753 1018 1908"></td> <td data-bbox="1018 1753 1232 1908"></td> <td data-bbox="1232 1753 1401 1908"></td> </tr> </tbody> </table>			Name					Registered address					Trading status					Company registration number					Head Office DUNS number (if applicable)					Registered VAT number					Type of organisation					SME (Yes/No)					The role each sub-contractor will take in providing the works and /or supplies e.g., key deliverables					The approximate % of contractual obligations assigned to each sub-contractor	
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Contact details and declaration

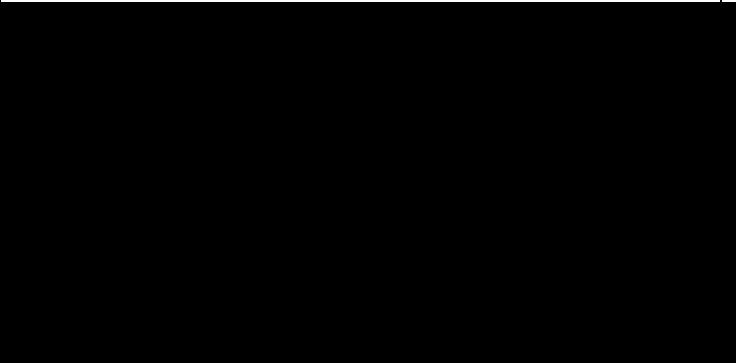
I declare that to the best of my knowledge the answers submitted, and information contained in this document, are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on the webpage (see link on page 11), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	
	Corruption.	
	Fraud.	
	Terrorist offences or offences linked to terrorist activities	
	Money laundering or terrorist financing	
	Child labour and other forms of trafficking in human beings	
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the	

	organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
2.4	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects	
2.4(a)	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: <ul style="list-style-type: none"> ○ to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ○ to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; ○ to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; ○ to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); 	

	<ul style="list-style-type: none"> ○ to maintain records of personal data processing activities; and ○ to regularly test, assess and evaluate the effectiveness of the above measures. 	
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Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Mandatory Pass/Fail Requirements

There are also the following mandatory pass/fail requirements which **if failed will lead to an applicant being automatically rejected**: -

2.5	<p>Operatives Disclosure and Baring Service - Certification All operatives working under this contract on the maintenance and breakdown of equipment must be in possession of a current enhanced DBS certificate. Written confirmation of compliance with this must form part of the tender submission.</p>	
2.6	<p>CHAS Accreditation Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement) Accepted certificates:- NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group & CHAS Accreditation</p>	

Section 3	Grounds for discretionary exclusion	
Question number	Question	Response
	<p>Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage (see link on page 11), which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation</p>	
3.1(a)	Breach of environmental obligations?	
3.1(b)	Breach of social obligations?	
3.1(c)	Breach of labour law obligations?	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	
3.1(e)	Guilty of grave professional misconduct?	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	
3.1(h)	Been involved in the preparation of the procurement procedure?	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	

3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant	
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Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for	

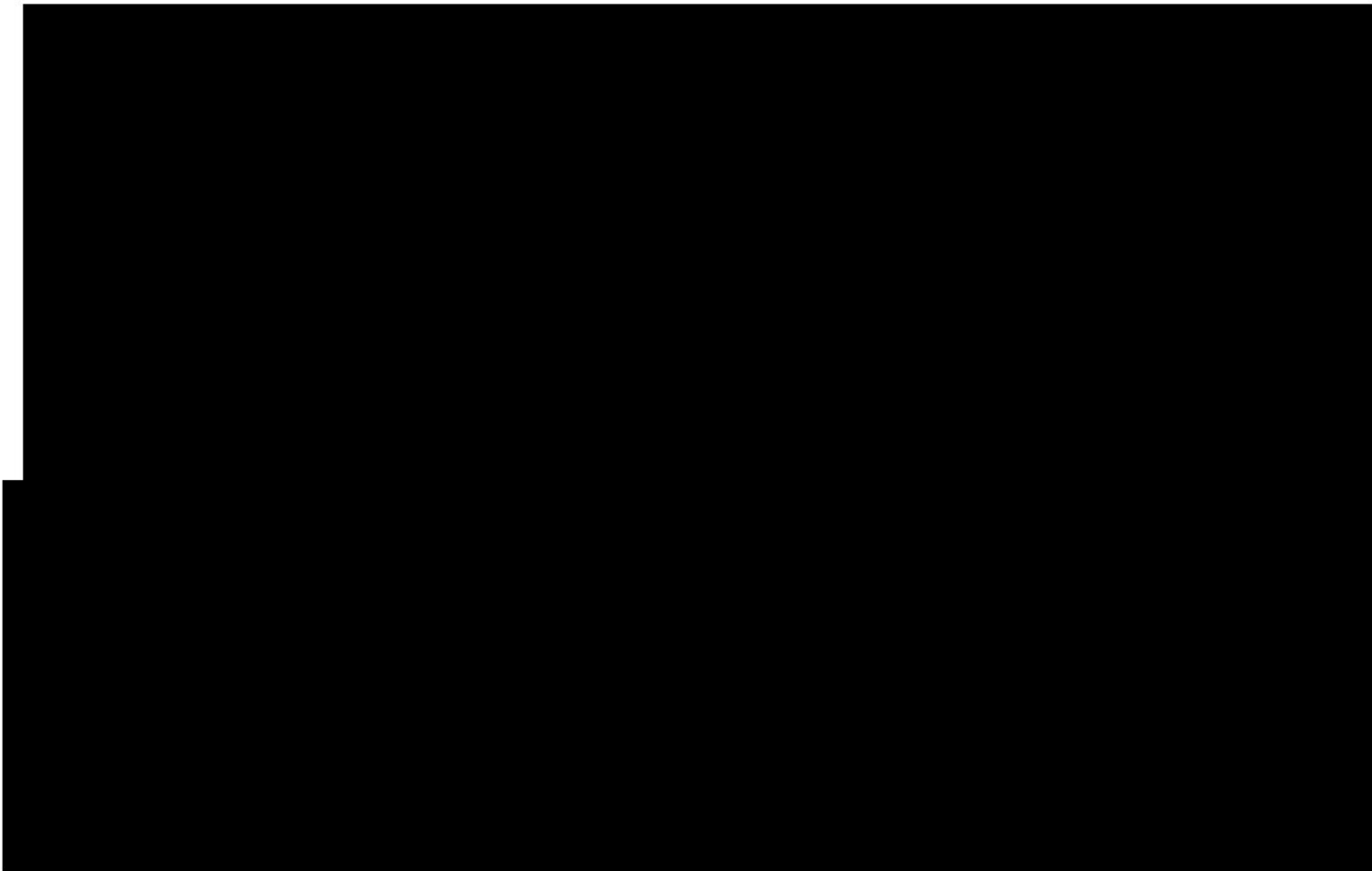
	the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:
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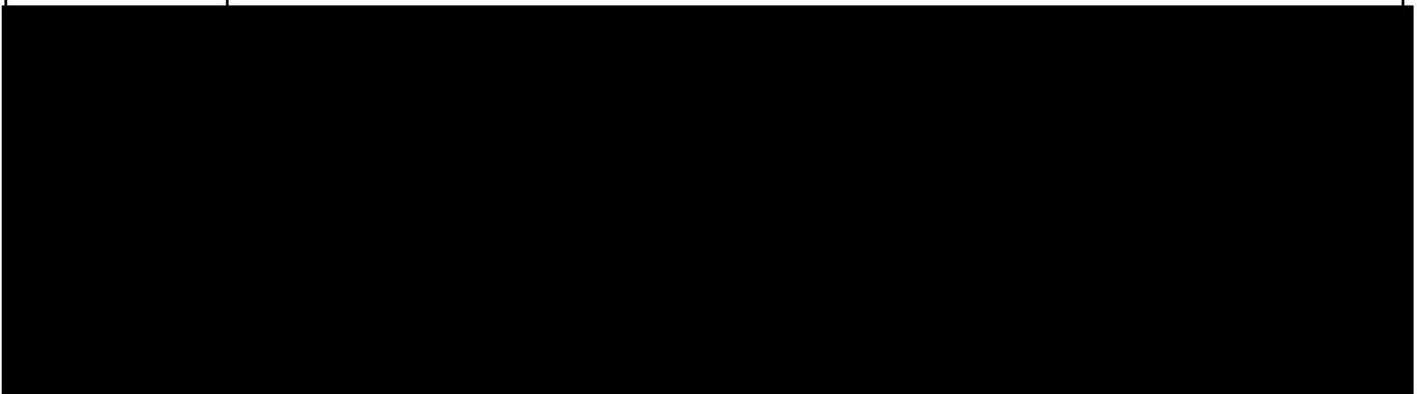
Name of organisation	
Relationship to the Supplier completing these questions	

5.1	Are you able to provide parent company accounts if requested to at a later stage?
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>



6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
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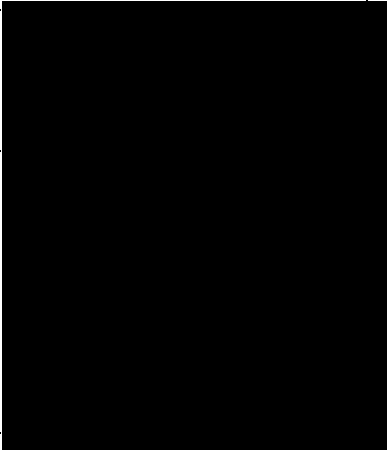
6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>
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Name of tendering organisation:


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Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015
	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?
	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?

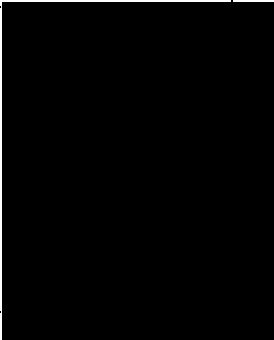


8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p></p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>Public Liability Insurance = £5 Million</p> <p>Professional Indemnity Insurance = £5 Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2	Skills and Apprentices 4 –
a.	<p>Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.</p> <p>Please confirm if you will be supporting apprenticeships and skills development through this contract.</p>



b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	

⁴ Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills_Apprenticeships_PPN_vfinal.pdf

8.3 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1.	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	
2.	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	

8.4 – Environmental Management

1.	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to the this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless	
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	the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	
2.	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	

8.5 – Health & Safety

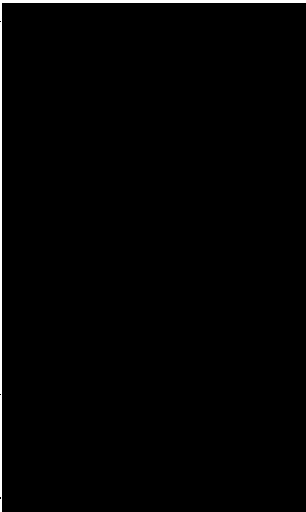
1.	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.
2.	<p>Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?</p> <p>If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.</p> <p>The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p>
3.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

8.6 Climate Impact / Carbon Reduction Plans

The Council has declared a climate emergency and is committed to achieving ‘net-zero’ carbon impact by 2030. Procured goods, works and services make up a significant proportion of the Council’s total carbon footprint. It is therefore important that all contractors take steps to understand the carbon impact of the goods, works or services they provide and are able to set out how they will work with the Council to help us achieve ‘net-zero’.

1.	<p>Please certify if your organisation has a Carbon Reduction / Climate Impact / Environmental Policy or Plan that aims to reduce your carbon footprint over the term of this contract.</p> <p>If your answer to this question was “Yes” and you are successful in this tender, we may ask you to submit a copy of your policy or plan.</p>
2.	<p>Does your organisation use a recognised tool to generate Climate Impact Statements and report the climate impact of your operations?</p> <p>If your answer to this question was “Yes” and you are successful in this tender, we may ask you to submit details of the reporting tool you use and any outputs from it.</p>

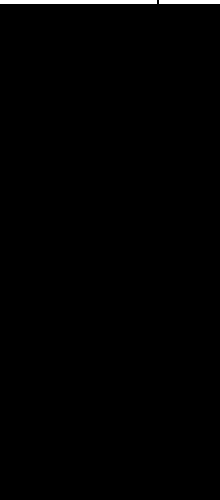
3.	<p>Is your organisation certified or accredited under any recognised framework (eg Carbon Trust or Planet Mark or equivalent)?</p> <p>If your answer to this question was “Yes” and you are successful in this tender, we may ask you to submit a copy of your latest certification / accreditation.</p> <p>If your answer to this question was “No” please say whether you plan to achieve certification / accreditation under a recognised framework in future.</p>
4.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above apply to these other organisations?</p>



8.7 Safeguarding of adults and children

(for services where staff come into regular contact with children and adults)

*	<p><i>Why do we need to know this?</i></p> <p><i>The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:</i></p> <p><i>“Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)”</i> http://www.safeguardingshropshireschildren.org.uk/scb/</p> <p><i>“West Midlands Adult Safeguarding Policy & Procedures”</i> https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</p> <p><i>“The equivalent for adults” (from Ruth Houghton)</i></p> <p><i>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations. The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</i></p>
1	<p>Do you have a Safeguarding Policy or statement for safeguarding children? Do you have a Safeguarding Policy or statement for safeguarding adults?</p>
2	<p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>
3	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and http://www.safeguardingshropshireschildren.org.uk/scb/index.html Shropshire Council’s approach to adult protection http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</p>



	I/We certify that I/We are familiar with and committed to deliver our service in compliance with local safeguarding processes.	
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ROCB 023
PPM/SC/M12/2022
CONTRACT SPECIFICATION
DOCUMENT
Maintenance of Swimming Pool
Dosing Equipment

Prepared by: Julie Lutwyche & Simon Reynolds
Shropshire Council
Property Services Group
June 2022
Final

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1 GENERAL CONDITIONS

1.1 Definitions

The following definitions are in addition to the definitions contained in the main body of this Agreement:

“Budget Holder”: refers to the person/s responsible for the individual budget assigned to each Property. The Council has delegated responsibility for most of the properties covered under the scope of this Agreement, however it remains the Contractors responsibility to determine the individual arrangements for each property.

“Contract Administrator”: means the officer appointed by the Council to manage the contract evidenced by this Agreement

“Contract”: refers to the agreement entered into between the Council and the Contractor to execute the works referred to within this document.

“Contractor’s Base”: refers to the Contractor’s operational company address from which the works will be executed from.

“Contractor”: refers to the company or organisation contracted to provide the services specified.

“Council”: refers to Shropshire Council and any of its employees.

“COSHH”: means the Control of Substances Hazardous to Health.

“Method Statement” means a document which describes in a logical sequence exactly how a job is to be carried out in a way that secures health and safety and includes all the control measures.

“Normal Working Hours”: are defined as being between 08:00 and 17:00 Monday to Friday excluding any bank holidays

“Out of Hours”: refers to beyond the Normal Working Hours of Monday to Friday 08:00 to 17:00.

“Performance Monitoring System”: means the RAG system adopted by the Council as more particularly described in this Specification.

“Property” and **“Properties”**: refers to the sites listed in Schedule 2 at which the Services shall be delivered and within the context of this Specification means in each case the entire premises where the inspection or repair work is to take place. This also covers the externals and roof of the property or properties.

“RAMS”: means Risk Assessment and Method Statement.

“Service personnel” refers to the Contractor’s staff executing the service works on site.

“Skilled Person” refers to a person who possesses, as appropriate to the nature of the works to be undertaken, adequate education, training and practical skill, and who is able to perceive risks and avoid hazards involved in the delivery of the works encompassed by this contract.

1.2 Contract Documentation

The specification must be read in conjunction with, and may be modified by, other documents comprising the full tender documentation.

1.3 General Contract Performance

The Council will operate a Performance Monitoring System for the Contractor working under this contract, to enable the recording of and act on, under performance in respect of performance, price and quality.

The system will be a RAG (Red, Amber, and Green) traffic light system for any works done under the scope of the contract, this is also to include day works. Where the Contractor who performs adequately and in accordance with the Council’s requirements it will be recorded as ‘Green’, The Contractor will start with a Green status by default.

The monitoring areas will generally be, but are not restricted to:

1. Contract Key Performance Indicators
2. Health and safety
3. Completion of remedial works
4. Quality of workmanship
5. Call out response times
6. Communication
7. Contractor performance
8. Collaborative approach
9. Customer satisfaction
10. Competitive remedial costs

Examples of issues that could lead to a Registration of Concern, Improvement or Warning Notice being raised are repeated instances of:- H & S lapses on sites, Failures to produce timely H & S Plans/Manuals, failure to complete remedial works in a timely manner, unacceptable work, poor workmanship, poor call out response times, lack of communication, frequent customer complaints, use of non-specified materials without authorisation, inadequate control of sub-contractors, lack of adequate services commissioning, insufficient provision of resources, **inadequate programming**, failure to adhere to timescales/sectional completions, failure to provide financial information, untimely provision of final accounts.

A rating status can be notified at any time during the project, but one will be recorded as a minimum at Practical Completion (if it is an Amber or Red, otherwise a Green will be assumed).

The system process steps are.

1. Registration of Concern (ROC)

Issue to the Contractor/Consultant a "ROC" recording the issues and giving the opportunity to improve.
Issue of ROC will be by the team member as appropriate by email. Status would be amber. If improvement is observed within the timeframe status would revert to green.

2. Improvement Notice (IN)

If no improvement is observed within the time period requested in the ROC, an "IN" will be issued recording previous ROC's. The Contractor/Consultant may be asked to attend a formal meeting to explain the reasons for poor performance and provide mitigation.

Issue of the IN will be by the PSG Manager, this will be by email. Status would be amber. If improvement is observed within the timeframe status would revert to green.

3. Warning Notice (WN)

If no improvement is observed within the time period requested in the IN, a "WN" will be issued recording previous IN's.

It will require the Contractor/Consultant to attend a formal meeting to explain why no improvement has been made.

Issue of WN of intending suspension will be by PSG Manager, this will be by email. Status will be red. If improvement is observed within the timeframe, status would revert to green after being monitored for 6 months.

4. Termination Notice (TN)

Issue to the Contractor a termination (Red) notice recording the issues, previous notifications and advising of termination of the contract. Issue will be via formal letter.

Under exceptional circumstances an issue may be notified and recorded which would warrant an immediate "Red" notification being issued, similarly two notifications in the same monitoring area can result in the same action.

Notwithstanding the above the recognised options available under the Terms & Conditions of contracts will still be available to the Council.

The RAG system will form part of the feedback process that will provide input into the Council's Key Performance Indicator system (KPI) together with Council Satisfaction feedback and Contract Administrator/Employers Agent evaluation.

1.4 General

The Contractor shall provide the Council with information to allow the Council to assess the competency of the Contractor and individual personnel carrying out the services. This shall include as a minimum requirement the names of the specific persons who may carry out the work. It shall also include details of the quality system operated by the Contractor.

The Contractor will obtain agreement from the Council before substituting alternative personnel before or during the contract.

The Contractor's tender should include a method statement for the work to be undertaken.

The Contractor's insurance arrangements must comply with the tender requirements and be in force before work is allowed to commence. The Contractor should make copies of the policies available for approval.

All work and procedures must adhere to relevant regulations, statutes and codes of practice.

The Contractor must comply with the Council's Health & Safety Policy. Failure to do so may result in immediate expulsion of Contractor personnel from the site.

All hazardous or inflammable materials brought onto site must be notified to the Council in compliance with the 'Control of Substances Hazardous to Health Regulations, 2002'. All hazardous waste generated during sampling must be removed from site by the Contractor in compliance with the 'Health and Safety at Work etc. Act 1974'.

All work and procedures shall be undertaken with due care to avoid damage to the contents and fabric of a property.

The Contractor is expected to exercise politeness, confidentiality and discretion during the course of the maintenance work. Results of the outcome of the services may only be divulged to the Council's representative and other persons nominated by the Council.

1.5 Important Notes

The Contractor shall be responsible for visiting each property to take its own measurements, site surveys, necessary particulars and shall make arrangements with Building Manager for gaining access to the relevant areas. Damage caused to any property by the Contractor in gaining access to it or as a consequence of carrying out the services shall be made good at the Contractor's own expense to the satisfaction of the Council and where applicable (if a property is not under the control of the Council) the relevant Building Manager.

The Contractor shall have the means to comply with the terms of the contract, bearing in mind that the equipment within each property will be of a differing manufacture.

The Contractor shall ensure that its service personnel shall carry a range of tools, suitable access equipment, equipment access keys, calibrated test instruments and any other necessary equipment to perform the Contractors duties satisfactorily.

The Contractor shall provide supervisory staff to regularly monitor the performance and quality of the work of its service personnel.

The contractor shall include in the tendered costs those that will be incurred for any administrative duties such as photocopying, providing duplicate electronic reports and communication costs.

The Contractor shall familiarise themselves with the site and in particular to the problems of gaining access to the site. Damage caused to any property in gaining access to the site by the Contractor or persons servicing the Contractor shall be made good at the Contractor's own expense to the satisfaction of the Council.

The Contractor shall make good any damage caused to the property by the Contractor or persons servicing the Contractor during the contract at the Contractor's own expense to the satisfaction of the Council.

The Contractor shall ensure that it and its Contractor personnel and service personnel report to the main office of the property or main reception whenever they are visiting a property to 'book-in' and shall ensure that they 'book-out' when leaving a property on all occasions.

Asbestos Management Regulation - Contractors shall be aware that there is a mandatory requirement to read and sign the onsite Asbestos Register prior to the commencement of any work. All operatives working on the servicing and repair of equipment must be in possession of valid asbestos awareness training, copies of these training records are to be submitted to the Council. The Contractor is to exercise extreme caution and remain vigilant when working on heaters, as the internals of the units are likely to have been excluded from an asbestos management survey due to the non-intrusive nature of the inspections that the reports are generated from.

The Contractor must ensure that all employees working for the Contractor and any persons servicing the Contractor behave in a responsible and respectful manner to all employees of the premises or any persons attending the premises, to include the wearing of suitable, respectable clothing and identity passes.

The works undertaken by the contractor is being undertaken on active Council sites and as such the normal operation of the site(s) shall not be interfered with. Co-operation and liaison with the site manager about any schedule and limitations is imperative.

1.6 Hours of Work

Normal Daytime Hours are defined as: - 8am to 5pm Monday to Friday excluding Statutory and Bank Holidays. Please note there will be no additional costs applicable to the Council outside of normal working hours for servicing, as some sites may require working outside the normal daytime hours as defined.

1.7 Identity Passes

The Contractor shall ensure that all of its Contractor personnel and service personnel shall, at the Contractor's own expense, be provided with identification passes which meet the minimum acceptable standards of the Council. The identification passes shall contain a current photograph of the recipient together with his/her name, also the name of the company by which they are employed and having an authorisation signature, provided by a senior manager/director of that company. The passes should be encapsulated for protection and be available for inspection by premises staff or representatives of the Contract Administrator, at any time while the operative is on site.

1.8 General Health and Safety

The site shall be maintained as a clean area at all times free of any litter or debris. The Contractor shall ensure that all public areas and pathways are left clear and free of hazards at all times and leave the premises clean and tidy on completion of the work.

The Contractor shall provide suitable first aid facilities on site.

The Contractor shall ensure that all personnel are provided with, and instructed to wear, proprietary personal protective equipment (PPE) where and whenever there is a risk of injury, as deemed necessary by Risk assessment /Method Statement.

If the premises management agree to provide in-house toilet facilities, the Contractor shall ensure that such facilities and access to and from them, are maintained with all due care and 'left as found' on completion of the contract.

The contractor shall at all-time adopt the working practices as defined in the RAMS.

1.9 Covid-19

The successful contractor must provide a written risk assessment in relation to Covid-19 detailing all safety measures in place.

The successful contractor must adhere to all H&S Covid-19 measures in place at each property adhering to social distancing measures at all times where possible. If a face covering or PPE must be worn the successful contractor must provide these to their staff at no cost to the Council along with hand sanitisers and disinfectant wipes.

The successful contractor must ensure that their staff do not attend a property if they are feeling unwell, have a temperature, cough or are showing signs of Covid-19

1.10 Legislation

The Contractor's attention is drawn to the following Health, Safety and Welfare Legislation:

- The Health and Safety at Work Act 1974 (HASAWA)
- Workplace (Health, Safety and Welfare) Regulations 1992 (WHSWR)

- Management of Health & Safety at Work Regulations 1999 (MHSWR)
- Construction and Design Management Regulations 2015 (CDM)
- Lifting Operations & Lifting Equipment Regulations 1998 (LOLER)
- Personal Protective Equipment at Work Regulations 1992
- Personal Protective Equipment Regulations 2002
- Health and Safety (First Aid) Regulations 1981
- Control of Substances Hazardous to Health Regulations 2002 (COSHH)
- Electricity at Work Regulations 1989
- Regulatory Reform (Fire Safety) Order 2005 (RRFSO)
- Reporting of Injuries, Diseases & Dangerous Occurrences Regulations 2013
- Manual Handling Operations Regulations 1992
- Provision & Use of Work Equipment Regulations 1998 (PUWER)
- Control of Noise at Work Regulations 2005
- Environmental Protection Act 1990
- The Control of pollution Act 1989
- Confined Space Regulations 1997
- Working at Height Regulations 2005 (WAHR)
- The Control of Asbestos Regulations 2012
- F-Gas Regulations 2015
- Regulatory Reform (Fire Safety) Order 2005 (RRO)
- BS EN 15288-2:2018 Swimming pools for public use. Safety requirements for operation
- HSG179: Managing Health and Safety in Swimming Pools

This is not a complete list of the relevant legislation and is presented only as a guide to assist the Contractor.

1.11 Risk Assessments and Method Statements

The Contractor shall carry out a detailed and recorded "Risk Assessment" and 'Method Statement' for the works.

The Contractor's risk assessment shall identify what measures the Contractor needs to take to comply with the requirements and prohibitions imposed on him by or under the "relevant statutory provisions". This phrase covers the general duties in the Health and Safety at Work Act etc. 1974 and more specific duties in the various Acts and Regulations (including the Management of Health and Safety at Work Regulations) 1999 associated with Health and Safety at Work

The Contractor shall ensure that he undertakes a risk assessment and provides a method statement for his means of access to allow for inspection and testing.

All works shall be carried out in strict accordance with the requirements of "The Work at Height Regulations 2005.

The Contractor shall ensure that all service personnel are suitably trained and experienced and competent to work at height.

The Contractor is reminded that for certain hazardous operations, they will be required to prepare a method statement for the work. It is anticipated that such statements will include, where applicable 'the sequence and method of work'.

The Council will always require a method statement for the following types of work: -

- Demolition
- Steel erection
- Entry into confined spaces
- Handling and removal of asbestos
- Use of explosives (including cartridge tools)
- Roof works and other overhead work
- Contaminated sites or buildings
- Other high-risk activities may also require a Permit to Work

In many instances method statements can form the control measures required by risk assessment and the document can be accepted as such.

The Contractor must include COVID19 measures and submit RAMS for each property on Schedule of Properties - Schedule 2

1.12 Construction Phase Health and Safety Plan (CPP)

The Contractor shall provide a sufficiently detailed CPP that will demonstrate how the servicing element of the contract will be managed safely across all properties encompassed by the contract. Individual CPPs will not normally be required where the delivery of the services is to be undertaken at more than one location

For all works that fall under the scope of Construction (i.e., outside of servicing), as defined under the CDM regulations, the Contractor shall ensure that a specific CPP is available on site and reflects the safety arrangements relevant to that site. For example, protection of the public, exposure to asbestos, electricity and confined spaces, etc.

In addition, suitably developed RAMS will routinely be required for the servicing element and any additional works identified by servicing. These will be available on site.

1.13 Control of Substances Hazardous to Health

All chemicals to be used as part of the servicing and cleaning process of the delivery of the Services shall be advised to the Contract Administrator complete with all relevant COSHH Assessments and copies of the manufacturers Hazard Data Sheets for prior approval.

1.14 Disclosure and Barring Service (DBS)

All operatives working under this contract on site, must be in possession of a current enhanced DBS certificate. Written confirmation of compliance with this requirement must form part of the tender submission. Continual compliance with this requirement for the term of the Contract is a strict mandatory requirement. Failure to comply will lead to termination of the Contract.

1.15 Data Protection

The Contractor shall in relation to the performance of his obligations under this Contract be contractually bound to the Council to act in a way which is consistent with the obligations of a public authority under the Data Protection Act 2018 and in particular the Principles of the Data Protection Act 2018.

The British Standard for the secure destruction of confidential material (BS EN 15713:2009) applies to confidential information in all its forms. It requires companies to dispose of confidential information by shredding or disintegration. Confidential materials include paper records, computer hard drives and CDs/DVDs.

Organisations must ensure that any documents containing confidential contract information must be disposed of in a manner that complies with BS EN 15713:2009 when transporting, storing and destroying documents.

The Data Protection Act 2018 introduced a requirement that all organisations that are contracted to provide services to the Council and that services includes processing of personal data are obliged to ensure secure storage of data.

The Contractor shall at all time during the terms of the Contract implement appropriate technical and organisational measures acceptable by the Council to protect any personal data being accessed or processed by unlawful processing of personal data and against accidental loss or destruction of or damage to personal data held or processed by the Contractor and that the Contractor shall have taken all reasonable steps to ensure reliability of any of their staff which will have access to personal data processed as part of the contract.

The Contractor shall act only on the Council's instructions in relation to the processing of any personal data provided to the Contractor by the Council or on behalf or by the Council's employees or former employees.

Upon receipt of at least 7 days' notice the Contractor shall allow access to any relevant premises owned or controlled by the Contractor to inspect procedures described above and will, on the Council's request, prepare a report to the Council as to the Contractor's current technical and organisational measures used to protect any such personal data.

The Contractor shall consider all reasonable suggestions which the Council may put to the Contractor to ensure that the level of protection provided for personal data is in accordance with this document and make changes suggested unless the Contractor can prove to the Council reasonable satisfaction that they are not necessary to ensure on going compliance with the Contractor undertaking in the clauses stated above.

1.16 Business Continuity

The Contractor shall have fully considered Business Continuity arrangements and shall develop robust Business Continuity Plans to minimise any effects on the delivery of the services in the event that the Contractor's resources or operations be compromised as a result of an unplanned or Force Majeure Event as described in clause 35 of this Agreement. The Contractor shall make available upon request for inspection its Business Continuity plans which, as a minimum, shall detail contingencies in the event of the loss of or reduction in, its staff, office facilities or IT infrastructure and craft operatives and/or sub-contractors and shall also give consideration to its supply chain management.

1.17 Access to Plant and Equipment

The Contractor shall supply all suitable equipment, including, but not restricted to, ladders, platforms, MEWPs, scaffolding and mobile

units etc., to gain access to all plant & equipment at each of the properties.

The Contractor shall ensure that their operatives are fully trained and competent to use the access equipment required and utilised to safely access areas required.

The Contractor shall allow in their costs, those that will be incurred by moving stored items to allow access to plant along with subsequent reinstatement.

No additional costs shall be charged by the Contractor for any of the above as they must be included within the Agreed Prices.

1.18 Transport

The agreed prices shall be deemed to include all transport and mileage costs for Contractor personnel delivering the services.

1.19 Recalls

Where the Council's Contract Administrator, following an inspection and test of the works and at its sole discretion, deems it necessary for the Contractor to repeat the services, the Contractor shall ensure that it returns to the applicable property to undertake the requested works within 28 days of being requested to do so at its own expense.

1.20 Hazardous Situations

Should a hazardous situation to the buildings occupants become apparent (i.e., failure of a system or electrical hazard), the appropriate service should be isolated, and the situation drawn immediately to the Contract Administrator's attention by telephone on Shrewsbury (01743 281079).

1.21 Additions / Deletions of Properties

The Council may, during the Term, wish to add or delete properties from the Schedule 2 – Schedule of Properties. Any such additions or deletions shall be effected by giving the Contractor one months' notice in writing and shall be effected without penalty to the Council. The floor area given may also alter due to building or demolitions.

Any such additions must be charged at the same cost suited in the Agreed Prices

1.22 Contract Adjustments

For the purpose of additions and deletions of properties, the amounts payable shall be adjusted by the tendered contract rates.

1.23 Authorisation of Work

All work to be carried out by the Contractor beyond the scope (i.e. repair work) of this Specification and Servicing Schedule (Appendix A) shall be authorised in advance by the Council and Budget Holder before the work is undertaken.

The Council reserves the right to seek competitive alternative quotations for any works that fall outside the scope of this Agreement.

1.24 Consumables

The Contract shall be deemed to be inclusive of all consumables and cleaning materials necessary to complete the requirements of the contract. Consumables are defined as all items of equipment, materials or components that have to be replaced on a regular basis.

1.25 Inspection of Work

The Contractor shall be required from time to time to partially dismantle and re-assemble any items of equipment upon request, as far as is reasonably practicable, to demonstrate the nature of the servicing work carried out and that the services have been completed in accordance with the manufacturers and Council requirements. This is to include making available any faulty items or items replaced for inspection indicating the nature of the fault. No costs shall be incurred to the Council for this element of the contract.

1.26 Liability for Accidents and Damage

The Contractor shall exercise reasonable care in carrying out its obligations and agrees to indemnify the Council in respect of all damage to property and injury to persons to the extent

that such damage or injury arises directly from the Contractor's negligence. The Contractor's insurance shall provide a minimum indemnity cover of five million pounds per event and total liability shall be uncapped.

1.27 Service Routines and Frequency

The service routines outlined in the Servicing Schedules (Appendix A) are to be read in conjunction with British Standards and industry guidelines. These defined routines prescribe the base standard and shall not preclude any requirements of relevant legislation, regulations, guidance and manufactures instructions. Contractor shall update logbook on site upon completion of each breakdown and service.

1.28 Site Protection

The Contractor shall be responsible for the protection of the site, the works and the public against all theft, damage or injury and shall allow for all necessary watching and lighting for the security of the works and protection of the public at each property where it undertakes the services.

The Contractor shall also erect and maintain any necessary temporary barriers or other means to protect and prevent accidental or unauthorised approach to potentially hazardous areas, such as incomplete plant or partially dismantled work platforms, unfenced drops, treated floor areas, hot or chemical processes etc. and remove on completion.

1.29 Review Meetings

It is to be assumed that the Contractor's Contract Manager will be required to attend quarterly contract review meetings with the Contract Administrator at the Councils Headquarters, to discuss contract performance and any other matters deemed necessary. The frequency of these meeting may be reduced based upon the Council's requirements; the frequency may be increased to address areas of poor performance.

1.30 Taking of Photographs

Where the taking of photographs is necessary, the Contractor shall advise the Building Manager of the property that its service personnel will be taking photographs, for inclusion with the formal servicing report. The Contractor shall ensure that it has obtained consent in writing from the relevant Building Manager before any photographs are to be taken.

1.31 Delegation

The Contractor shall not delegate performance of the whole or any part of this contract to any person or company unless they have obtained the written permission of the Council.

Where permitted, delegation shall only be to another contractor on the Council's approved list and may only be on a short-term basis and in no circumstances shall it constitute more than 10% of the total scheduled contract works.

1.32 Items under warranty

If during the course of the delivery of the services at a property, the Contractors inspection of the property, reveals items of new plant defective or incorrectly installed, the Contractor shall notify the Council as soon as reasonably practicable to enable the Council to advise the original installing contractor and to request that such defects be rectified under warranty.

1.33 Named Contacts and Service personnel

The Contractor shall appoint and supply the details of a dedicated personnel to carry out the administrative duties required of the Contractor. The details are to be provided to the Council along with alternative details to cover leave and sickness.

Any changes to the service personnel used under this Contract shall be advised to the Council immediately, with the Contractor providing the Council details of their qualifications and DBS numbers.

1.34 Electrical Works

Any electrical work or work servicing and repairing electrical controls, components and wiring, shall be carried out by a Skilled Person in a manner to comply with B.S. 7671 Requirements for Electrical Installations – IEE wiring regulations as amended to date and BS5839-1 as amended to date.

All electrical works shall be in accordance with Shropshire Councils Standard Electrical Specification SP(E).

1.35 Workmanship Standards

All works executed under this contract shall be to standard expected by Skilled Person. The Council reserves the right to reject work at the Contractors expense if the Council deems it to be unacceptable.

1.36 Freedom of information

The Contractor is to acknowledge that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

2 SPECIFIC REQUIREMENTS

2.1 Scope of Contract

The delivery of the works undertaken by the Contractor under this Contract shall enable the Council to discharge their responsibility of the maintenance of swimming pool dosing equipment

These visits to be within the months shown in the Schedule of Properties – Schedule 2 and shall not lapse the date given. Inspections are permitted to be undertaken up to 2 weeks early.

The Contract shall comprise of the remedial works required to repair the existing equipment if found to be faulty **subject to the prior approval of the Budget Holder and Council.**

2.2 Duration of the Contract

Fixed price tenders are being invited to the period 1st November 2022 – 31st March 2026. Thereafter, the contract may be extended for a further 2 years (up to 31st March 2028) subject to satisfactory performance during the contract year and the agreement of the costs for the ensuing 12 months.

Prices submitted are for the period of 1st November 2022 – 31st March 2026 thereafter the contractor is entitled to submit a cost adjustment to the tendered figure for the potential **2 year extension** that is in line with the Retail Price Index for the previous calendar year period as defined on the ONS website under the “RPI All Item: percentage change of 12 months data series”, and which is subject to the approval by the Client. However, in any event, the Client reserves the right to negotiate with the Contractor any proposed increase in rate if in its opinion they are not justified.

The Council is entitled under the duration of this contract to amend the content of the scope of works, so as to encompass any regulatory or legislative changes that impact upon the equipment covered under the scope of this contract.

The Council reserves the right to terminate the contract based upon the criteria as detailed in clause 1.3 at any time during the contract period. A minimum of 1 months' notice shall be given by either party prior to termination of the contract.

2.3 Programme of Work:

The swimming pool dosing equipment inspection shall be undertaken simultaneously. The visits shall be undertaken at the dates shown in the Schedule of Properties – Schedule 2.

Note, an extremely flexible workforce shall be required on this Contract with regard to hours of work, as a majority of schools and some Council buildings may require early/late starts i.e. 05:30 or 06:00 am or after 6pm/weekends so the area will be cleared by the start of the working day. Please note there will be no additional costs applicable to the Council for outside of normal working hours working.

2.4 Schedule of Properties

A Schedule of Properties – Schedule 2 document shall be issued as part of the tender documentation, and again each year upon agreeing to extend the Contract, detailing the properties that are to be covered under the scope of this Contract and detailing the number of units present (based upon current detail available, however this information is not binding and shall be used as a guide only).

2.5 Costs

2.5.1 Inspection and Testing

The cost per property per visit should be stated on the Tender Response Document Section C - Tender Schedule, Section 2 - Pricing Schedule. These costs are to remain valid as 2.2 above

2.5.2 Unrealistically Low Tendered Unit Costs

The Council reserves the right to reject any tender submission from a Contractor that cannot be justified as commercially viable.

2.5.3 Spares

Spares utilised for the provision of the services are to be charged at the declared mark-up rates from paid wholesale prices and installed utilising the agreed labour rates.

2.5.4 Dayworks

The below only applies to dayworks and shall not apply to any of the inspection processes. These are for any repair work executed under the terms of this contract. The rates are to be populated in the relevant section of the Tender Response Document.

2.5.4.1 Hourly rates & Call Out Unit Cost

The rates are to be populated in the relevant section of the Tender Response Document.

These rates are to cover time spent on site carrying out repair works for single Service Engineer. **The attendance of a second Service Engineer must be authorised by the Council prior to attending site.**

The call out unit cost is to comprise of mileage charge and travel time to and from site and the first hour on site. The hourly rate is for each subsequent hour on site

2.5.4.2 Travel time

This shall be included within the relevant call out unit cost and is to include travel to and from site.

The time allowed shall be reasonable to cover the journey time between the Contractor's base and the property where the works are executed.

2.5.4.3 Obtaining materials

No costs shall be charged for the time taken to obtain materials, with the exception of emergency repairs.

2.5.4.4 Mileage rate

This is to be included within the relevant unit call out cost and is to include travel to and from site. The mileage rate stated in the Tender Response Document is for the purpose of evaluation of quotations where remedial works are required. The amount of mileage charged shall be in line with the distance between the Contractor's base and the property where the works are executed.

2.6 Staff Experience Forms

The Contractor shall complete an individual Appendix B - Staff Experience Form for all supervisors and site operatives who may participate in swimming pool dosing works and have the competency to work on the systems detailed in Appendix A - Servicing Schedule. Details of all engineer's qualifications and evidence of CPD relevant to the nature works covered in this Contract will be marked in Section C / Q4.1 of the Tender Response Document

2.7 Access

The Contractor shall make access arrangements at least two working weeks in advance with the Building Manager of each property, giving notification that access to the property is required and to ensure that access will be available. The Building Manager shall be advised that access will be required to all rooms and areas containing swimming pool dosing equipment.

The Contractor shall make access arrangements for all breakdown calls they receive with the property before attending site to ensure access can be granted.

Failure to comply with this requirement will result of non-payment of abortive visit charges. A record of with whom contact was made with, will be required in order to sanction abortive visit charges. All work referred to in this specification shall be carried out during the normal working day unless local arrangements are made. Such local arrangements shall not involve the Council in overtime payments to their own or Contractor's staff.

Please note that access for School properties will not be available during term time between the hours of 9am – 3.30 pm.

2.8 Service Vehicle Equipment List

The following equipment shall be carried as a minimum requirement for servicing and breakdowns:

- Injectors
- Cells
- Filters
- O Rings
- Sample & Dosing Tubes
- Dosing Pump spares - seals, diaphragms & O rings

2.9 Abortive Visit Charges

In line with the requirements of clause 2.7, abortive visits shall only be charged in line with the Agreed Prices (as declared in the Tender Response Document) and shall normally consist of a Call Out unit cost. Failure to comply with this requirement will result of non-payment of abortive visit charges. A record of with whom contact was made with, will be required in order to sanction abortive visit charges.

2.10 Spare Parts and Renewals

Rectification of highlighted defects shall only be undertaken in accordance with 1.23.

The Contractor shall use only genuine manufacturer's spares, except where otherwise directed, with all removed equipment, lamps and batteries to be removed from site and correctly disposed of at the contractor's expense in line with relevant legislation.

Contractor's vehicles at the start of each day shall carry replacement parts as shown in the schedule of spare parts.

The Contractor shall only use new spares, except when otherwise directed. Reconditioned parts are not acceptable, with the exception of no longer obtainable parts.

Random checks of replaced parts may be carried out by the Council. The Contractor shall reimburse the Council for any parts that have been changed and subsequently are found to be in working order.

The Council reserves the right to request copies of supplier's invoices to verify cost mark-up against trade price of materials used against the values stated in the Tender Response Document.

The Contractor shall ensure that they source all materials at the most competitive rates currently available to ensure best value at all times.

All replacement materials fitted shall be on a like for like basis if still available. Where materials are no longer obtainable, replacements shall match the original performance of the parts replaced to ensure the original design remains valid.

2.11 Live Working

A robust safe system of works shall be adopted at all times, as defined in produced RAMS, to minimise the dangers of any live working required during the inspection.

The guidance contained in HSG85 and Council's Electricity at Work within the Council's Premises Policy shall be adhered to at all times as a minimum.

2.12 Repairs at Time of Service

The Contractor shall, subject to obtaining Budget Holder's permission, undertake remedial works to correct non-functioning equipment up to financial limit of £400.00. Repairs beyond this threshold will need to be subject to a written quotation as per clause 3.2. Any invoices received for repair works undertaken exceeding the threshold will be rejected and excess spend will not be paid.

Items of non-conformity to current standards shall not be undertaken at time of service and shall be subject to 3.2

3 SERVICE REPORTS

The Contract Administrator may, during the period of the contract, wish to amend the method of service reporting – i.e., uploading to the cloud

3.1 Service Reports

The Contractor shall submit electronically within 14 days of the service a typed report containing the following information to the Contract Administrator:

1. Contractor's name and address and emergency contact details
2. Property number
3. Property name
4. Type of service – 3 monthly, 6 monthly, annual
5. Date of service
6. Make and model of equipment
7. Defects found
8. Defects corrected
9. Signature of service engineer
10. Signature of a Responsible Officer on site
11. Condition rating

The successful contractor shall provide draft forms for approval.

The Council may, during the Term, wish to amend the method of service reporting i.e. uploading to a different cloud basis

Handwritten reports will not be accepted

3.1.1 Repair Works

For all repair works executed, the Contractor shall submit with their invoice a worksheet detailing the works undertaken, accompanied with any required report forms as recommended in the relevant British Standards: i.e., Modification Certificate from BS5839-1:2017; Minor Works Certificate from BS7671; etc.

3.2 Quotations

For all works that fall out the scope of Service – i.e. repairs required, and are not undertaken at the time of Service the Contractor shall submit an itemised quotation with their service invoice within 14 days of completing a Service or reactive call out.

The quotation must include a full breakdown of costs, showing individual costs for materials, labour and mileage to enable the quotation to be evaluated fully.

Subject to Budget Holder approval, the Council will issue the Contractor with an official order number to proceed if deemed necessary. The Contractor shall complete the quoted works within 14 working days from receiving the official order number.

The Contractor shall use the agreed day rates when preparing quotations to ensure best value to the Council and to enable procurement without seeking alternative quotations.

Notwithstanding the above, the Council reserves the right to seek alternative quotations to monitor the Contractors performance and competitiveness. The Council reserves the right to place orders with other suppliers for repair works if their quotations are deemed to offer preferential rates.

4 INVOICES & PAYMENT

Payment of invoices will be made in arrears following the submission of the service report, invoice and where required a quotation per property.

Payment will be made following the electronic submission of an invoice, on completion of the works and must be presented within 14 days following the completion of Service and callout repair works. All invoices must clearly state the following information:

- Addressed to PSG, Shropshire Council
- Be on a company letterhead showing company name and address
- If VAT is chargeable, invoice to have a VAT registration number
- Site name, property number and address
- Official Order Number
- Name of person requesting the works
- Date and time of when the order was placed
- Date of visit
- Time arrived on site
- Time left site
- Details of works carried out.
- Sub-contractor's details if necessary
- List Materials used along with the cost for each item and mark up
- Worksheet signed by authorised person on site
- Repair invoices are to contain the Quotation/Tender reference stated on each invoice submitted.

Not adhering to stipulated criteria may lead to administration penalties.

The Council reserves the right to request copies of supplier's invoices to verify cost mark-up against trade price of materials used against the values stated in the Tender Response Document.

Payment terms shall be 30 days in accordance with Shropshire Councils standard terms and conditions.

5 KEY PERFORMANCE INDICATORS / SOCIAL VALUE

The Council shall monitor the performance of the Contractor's delivery of the Contract. The Contractor shall meet the following targets on delivery:

Item to be monitored	Target to be met
Adherence to schedule of delivery	95%
Reports received within 14 days of inspection	95%
Invoices received within 14 days of inspection	95%

Quotations received within 14 days of inspection	95%
Quoted remedials completed within 14 days of official order created.	95%
Accuracy of report documentation	95%
Breakdown calls resolved on first repair visit	80%
Breakdown calls not resolved on first repair visit are done so within three working days following initial call.	97.5%
Breakdown calls not resolved on first repair visit are done so with five working days following initial call. Note, major modernisation works are excluded from this requirement.	100%
Meeting required response times for non-urgent breakdown calls	95%
Meeting required response times for urgent breakdown calls	95%
Avoidance of repeated call outs to faults of the same nature to the same system within 1 month of visit	95%

The Contractor shall issue the Council, each calendar month, a report to highlight any overdue inspections based upon the Schedule of Properties – Schedule 2 document.

The Contractor shall issue the Council with quarterly reports relating to performance against the required KPIs. These reports shall be issued monthly during the first six months of the Contract, and at any other time the Council wishes to invoke this frequency based upon perceived shortfalls against the KPIs.

Failure to achieve the required targets shall result in the Council evoking the procedures laid down in section 1.3

5.1 Social Value

The contractor shall issue the Council with quarterly reports relating to Social Value giving written evidence that they are contributing to this element as detailed in their Tender Response Document.

6 INSPECTION PROCEDURES

The service work shall be carried out according to the provisions of the relevant British Standards and industry guidance.

The requirements of the inspection regime are detailed in the Servicing Schedule document- Appendix A. The Servicing Schedule prescribes the base standard and shall not preclude any additional requirements of relevant legislation, regulations, guidance and manufactures instructions. Where relevant legislation, regulations, guidance and manufactures instructions are more onerous, they shall be adhered to at no extra cost to the Council.

7 CALL OUTS AND EMERGENCY REPAIRS

The Contractor shall be required to provide a 24-hour 365 day per year emergency breakdown service with a 2 hour response time. Answer phone services are not acceptable.

The Contractor shall be able to respond to instructions to attend an emergency breakdown by attending site within **two hours** from receipt of call from the Council.

Breakdowns shall be given priority over planned service visits and must be completed within 24 hours from receipt of a request from the Council, unless otherwise agreed with the Council.

For breakdowns reported during Normal Working Hours the Contractor will be issued verbally with an order number, followed by an official order from the Council via email within 3 working days.

For breakdowns reported outside Normal Working Hours the Contractor shall obtain an order number from the Council on the next working day.

The charges and rates for breakdowns and emergency breakdowns i.e., labour rates, materials and travelling rates, together with any special conditions, shall be as agreed in the Agreed Prices.

Where the Council considers the charges and special conditions excessive the whole tender may be disqualified.

The Contractor shall provide details of its Out of Hours Contract Personnel engaged to be available for the Out of Hours breakdown service. The details to be provided shall include names & contact numbers shall be available at the Commencement Date. The Contractor shall update such details to reflect any revisions immediately following any such revisions. The Contractor shall also re-confirm the contact details prior to each annual extension of this Agreement and prior to times of public holidays e.g., Easter, Christmas etc.

In the event of an Out of Hours call-out, the Contractor shall report to the Building Manager to advise if they are unable to complete a repair and inform that person of the course of action, they are taking i.e. obtaining replacement parts.

In the event of spares/parts not being available from stock or local suppliers the Contractor is to make arrangements for overnight delivery direct from the manufacturer to their agents.

Random checks of replaced parts may be carried out by the Council. The Contractor shall reimburse the Council for any parts that have been changed and subsequently are found to be in working order.



Shropshire Council
Shirehall
Abbey Foregate
Shrewsbury
Shropshire SY2 6ND

Date: 31st August 2022
My Ref: ROCB 023
Your ROCB 023
Ref:


Dear Bidder

**ROCB 023 – MAINTENANCE OF SWIMMING POOL DOSING EQUIPMENT
SHROPSHIRE COUNCIL**

SUBJECT TO CONTRACT

This is an Award Decision Notice.

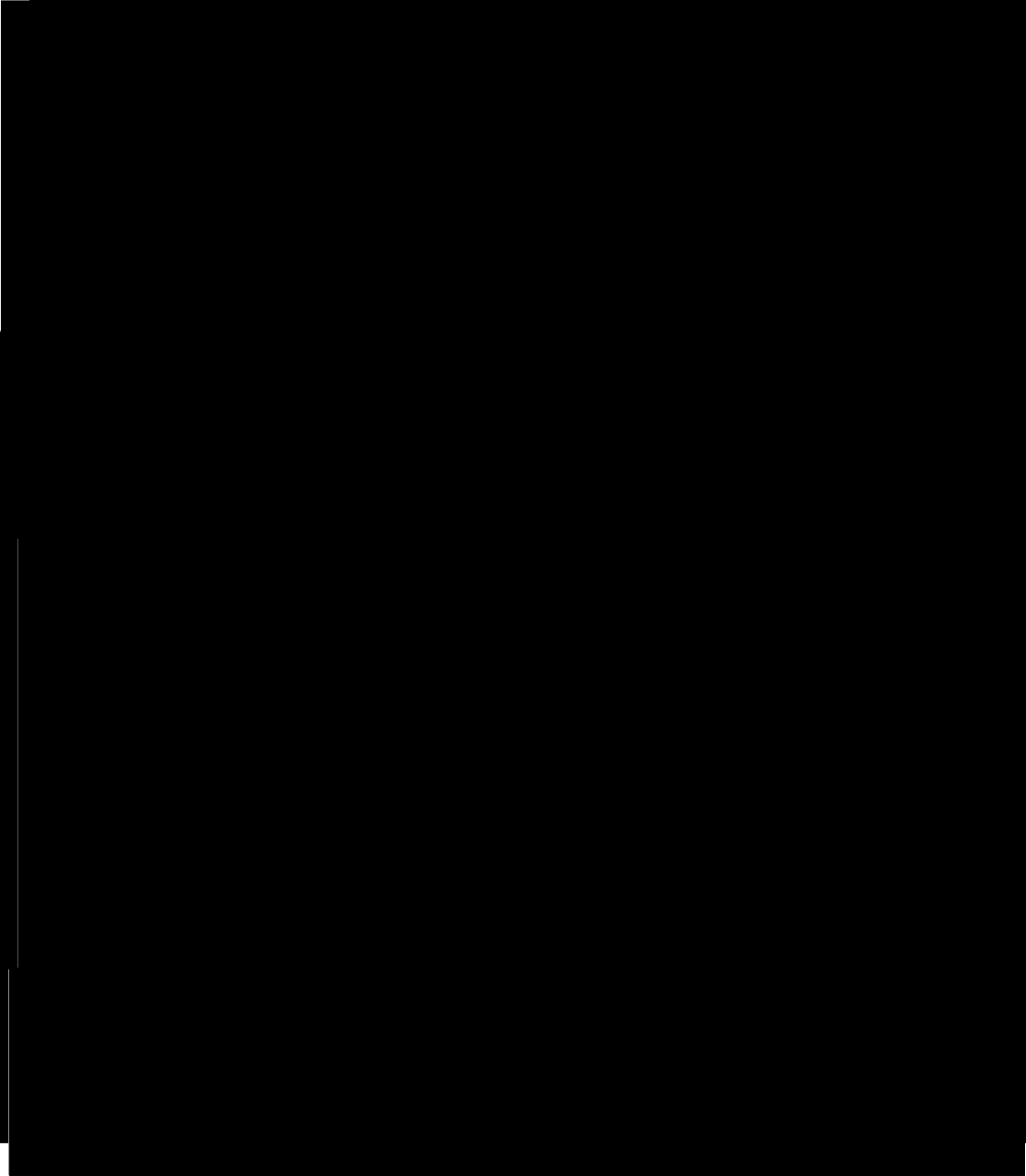
We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

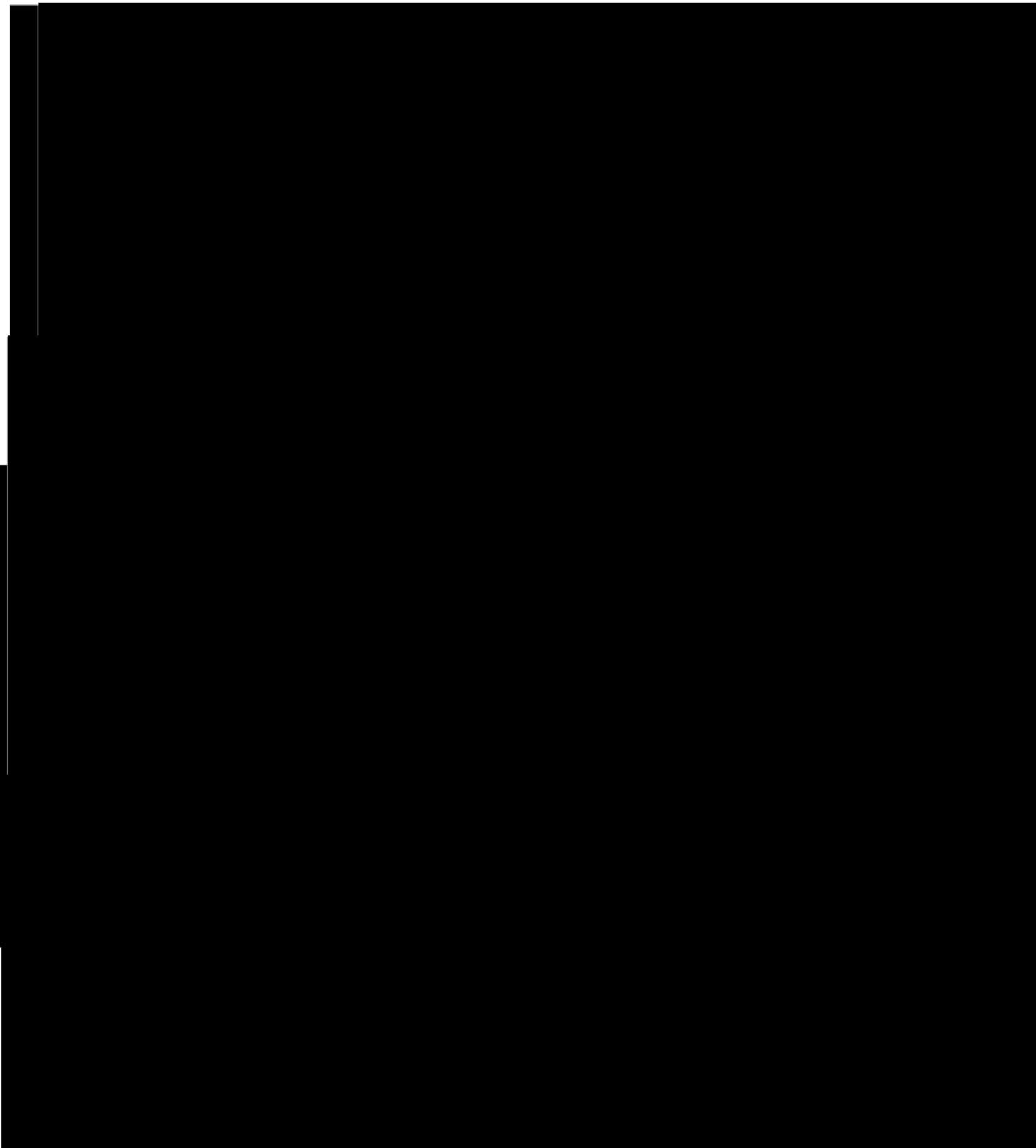


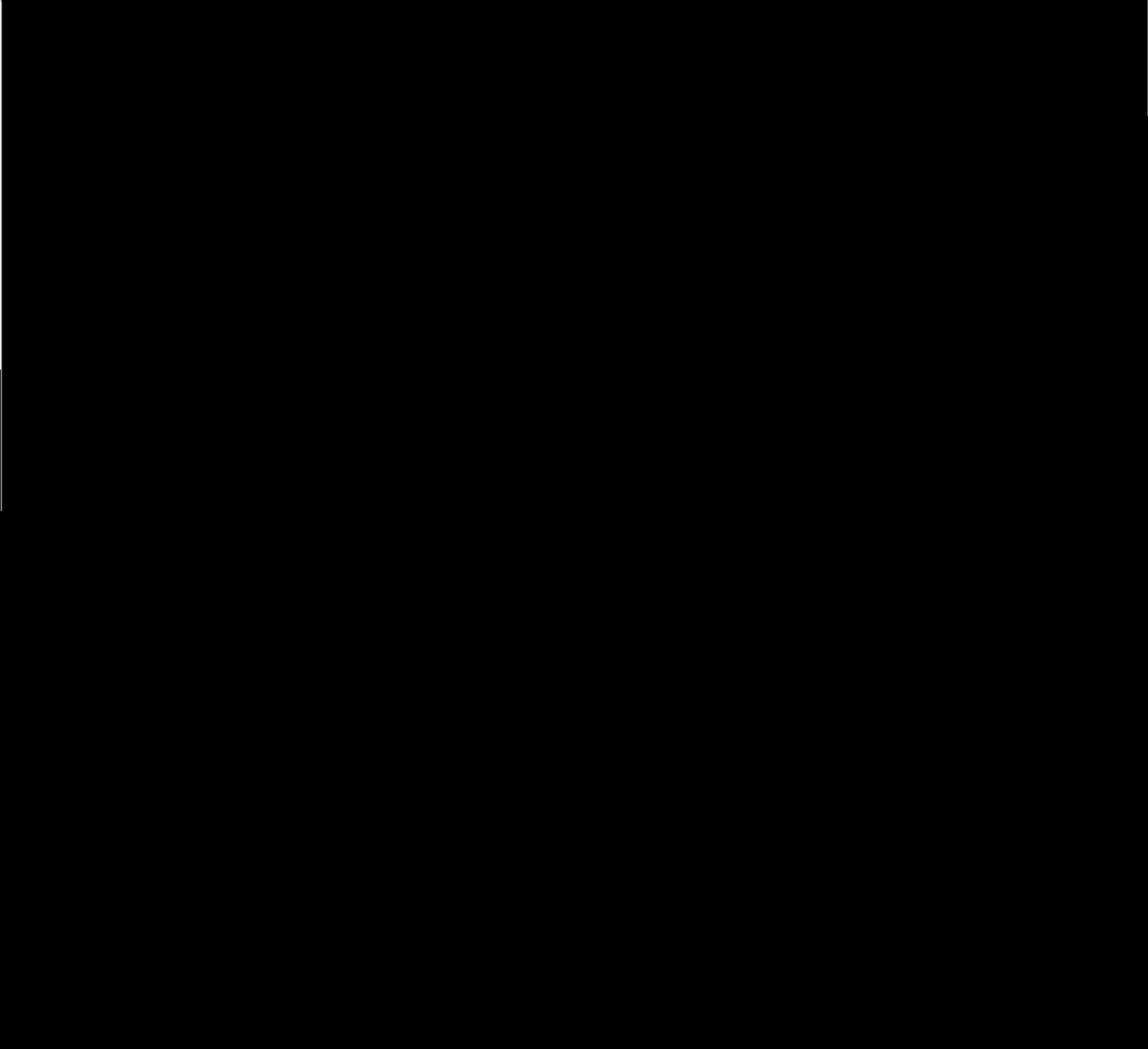
The award criteria for this contract were set out in full in Invitation to Tender with Price accounting for 40% of the total marks, Quality accounting for 50% of the total marks and Social Value accounting for 10% of the total marks.

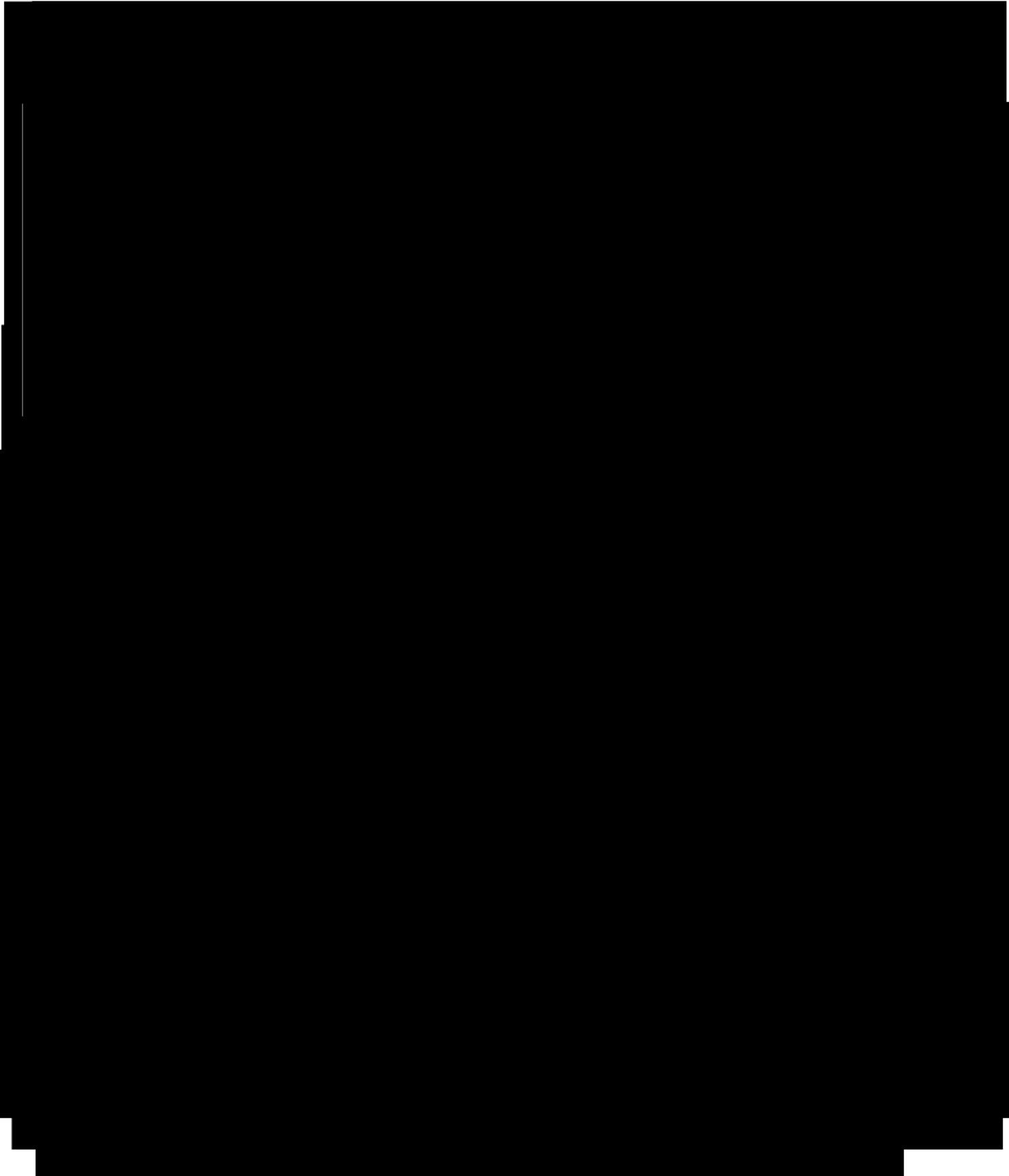
We can confirm that your tender received the following scores and ranking:-











GB-Shrewsbury: Maintenance of Swimming Pool Dosing Equipment

Competitive Contract Award Notice

Associated Parent Notice

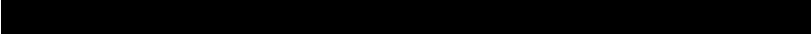
CompetitiveContractNotice - GB-Shrewsbury: Maintenance of Swimming Pool Dosing Equipment

1. Title: GB-Shrewsbury: Maintenance of Swimming Pool Dosing Equipment

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom


<https://www.shropshire.gov.uk/>

3. Contract Type: Services

Sub Type: Maintenance and repair services.

4. Description: Equipment for swimming pools. This is an award notice for the maintenance of swimming pool dosing equipment in various Shropshire Council maintained properties along with those of other external client to the Council.

The contract will be for the period 1st November 2022 to 31st March 2026 Thereafter, the contract may be extended for a further 2 years (up to March 2028) subject to satisfactory performance during the contract year and the agreement of the costs for the ensuing 12 months.

5. CPV Codes:

43324100 - Equipment for swimming pools.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority: ROCB 023

9. Awarded to:


10. Date of Contract Award: 31/08/2022

11. Number of Tenders Received: 1

12. Other Information:

Other Information: The value stated is estimated over the total duration of the contract.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=716930631>

Suitable for VCO: Yes

Procedure Type:OPEN

Period of Work Start date: 01/11/2022

Period of Work End date: 31/03/2028