

**Provision of On-Site Security at Scarborough Campus**

Invitation to Tender

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**Introduction**

The contract will be with the Grimsby Institute of Further & Higher Education, all other references within the document are to trading brands of Grimsby Institute of Further & Higher Education. The **TEC Partnership** is the main trading brand of the Grimsby Institute of Further & Higher Education (GIFHE), however there are also a number of other sub brands that may be referred to in this document. In the delivery of its mission GIFHE uses brand names and trading styles in the public domain and includes, but not limited to: the TEC Partnership; Scarborough TEC; Skegness TEC; The Academy Grimsby, Grimsby Institute, University Centre Grimsby and Career 6. Policies, data protection registration and other documentation and legal requirements relating to or as part of the operation of brands are part of the Grimsby Institute of Further and Higher Education’s legal status.

**Part A - Instructions to Tenderers**

Further to your Interest, the **TEC Partnership** invite you to tender for the works described within this invitation to tender. The tender shall conform to the requirements set out in these documents and shall be **exclusive** of Value Added Tax (VAT).

The whole tender must be received by no later than **12 noon Wednesday 6th August**

The Partnership shall not be under any obligation to accept any tender.

It is anticipated that the tenderer will apply for the lot in its entirety. Tenderers offering to undertake only part of the contract will be rejected.

The TEC Partnership does not accept any liability for any expenses incurred by any supplier in the preparation of tenders, portfolios or attendance at any meetings or presentations.

The TEC Partnership reserves the right to cancel the entire or parts of the tender, without such an action conferring any right to compensation on the Tenderers.

The tender proposal must be based upon the specification set out in the tender documentation.

The TEC Partnership shall not be bound to accept the lowest or any tender proposal.

In case a tender appears to be abnormally low in relation to the services to be provided, the TEC Partnership will request a clarification in writing and/or explanation concerning its elements. The TEC Partnership reserves the right to exclude a tender, if after a verification process based on the explanations and evidence received it concludes that the tender is abnormally low.

**Queries:** Where tenderers have any queries about the tender documentation which may have a bearing on the offer to be made, these should be raised as soon as possible via the In-tend system, and in any case not later than two days before the due date for return of tenders. Where any such enquiry has been made, the TEC Partnership may circulate to all tenderers a copy of the enquiry and the written reply, although anonymity will be preserved.

**Viewings:** Site visits can take place strictly by appointment only.

**Address all technical enquiries about the work and make arrangements to view and inspect the premises through the In-tend system to:**

Stewart Rushton

Estates Manager, Scarborough TEC

Filey Road, Scarborough, YO11 3AZ

Email: rushtonste@scarboroughtec.ac.uk

Complete and upload one copy of:

1. Your proposal (Part E Services and Standards) including evidence of meeting the minimum organisation standards
2. The bona fide Tender Declaration (Appendix 1) which includes your costs broken down as requested.
3. A completed Conflict of Interest form regarding your proposed management team (Appendix 2)
4. A completed due diligence and self certification form and associated documentation (Appendix 3)

**All tender submissions should be made electronically through the In-tend system. Manual returns may be discarded and not considered.**

***Undertaking Of Confidentiality***

The TEC Partnership has appropriate technical and organisational measures to comply with the General Data Protection Regulation and Data Protection Act 2018. The information provided in a tender submission is only used for the purpose it is collected for to inform the evaluation and contract award process of this ITT.

The TEC Partnership undertakes its best endeavours to hold confidential, any information provided by you in your tender submission, subject to its obligations under law, including the Freedom of Information (FOI) Act. The TEC Partnership excludes personal data submitted as part of a tender submission in an FOI response. Should you wish any of the information supplied by you in your submission not to be disclosed because of its sensitivity, you must identify the information and specify the reasons for its sensitivity. The TEC Partnership will consult with you about this sensitive information before deciding on any FOI request received. If no information is identified as sensitive, with supporting reasons, then it is likely to be released in response to an FOI request.

Information on the successful contract award is held for 6 years following the end of the contract. Unsuccessful submissions are held for 1 year after the commencement of the contract.

**Part B - The Process and Timetable**

Below are the key dates for the tender exercise and subsequent appointments:

|  |  |
| --- | --- |
| Tenders issued | **Friday 4th July 2025** |
| Site visits | **By Appointment only** |
| Date for final questions to be asked by | **Monday 28th July 2025** |
| Tenders to be returned | **12 Noon Wednesday 6th August** |
| Appointment of Contractor | **W/C Monday 11th August** |
| Commencement of contract | **Monday 5th January 2026** |

Please note that all the dates referred to above are currently anticipated and may be subject to change.

**Part C - Selection Procedure**

The contract will be awarded to the most economically advantageous tender applying the award criteria and evaluation methodology provided in Appendix 4.

Pricing: Scores will be awarded for price on the following basis:

The lowest Contract Price submitted in accordance with the Schedule of Prices will be awarded the highest score and all other Tenderers will be awarded pro rata scores on the relative competitiveness of their Contract Price compared to the lowest Contract Price e.g. (Lowest Contract Price / Contract Price \* 100) = X%.

The TEC Partnership will be evaluating your responses in the following key areas:

|  |  |
| --- | --- |
| **Requirement** | **Score** |
| Pricing | 50% |
| Service Offer | 30% |
| 1.4 Relevant Experience & examples  | 20% |
| 1.1 Supplier details | P/F |
| 1.2 Bidding model | P/F |
| Insurance cover (Appendix 3) | P/F |
| Equality & Diversity (Appendix 3) | P/F |
| Health & Safety (Appendix 3) | P/F |
| Environmental (Appendix 3) | P/F |
| Signed declaration | P/F |
| Modern Slavery Act declaration | P/F |

**Duration**

The tenderer shall be prepared to commence the service on **Monday 5th January 2026** being the commencement date referred to in the contract conditions of the contract documentation.

The incumbent / incoming contractor will allow one-week crossover / debrief period before the commencement of the new contract.

The duration of the contract will initially be for a period of two years with an option for a one year extension. The TEC Partnership reserves the right to cancel the contract at the end of the first year having previously given 3 months written notice to do so.

**Part D - Documents to be made available on Appointment**

**TEC Partnership Documentation**

* TEC Partnership strategies or reports as may be appropriate
* Contractor Information and Guidance Booklet

**Part E - Standards & Services Required**

**Please read this tender document carefully and ensure that for all elements required you provide evidence or a statement to fulfil the requirements.**

1. **Introduction**

Scarborough TEC seek the services of a suitably qualified Security Company whose operatives must hold current SIA Licences, enhanced DBS (including children barred list check) and First Aid at Work certificate (**3 x day course**) to perform the following:

A. Static guarding, unlocking and locking and patrolling to Filey Road Campus

B. Weekend/night cover associated with the Filey Road Halls of Residence

C. Key holding service and callouts to Lady Edith’s Drive intruder and fire alarm activations as required and until this site is disposed of.

D. Mobile patrols at Lady Edith’s Drive site – daily patrols and depends on intruder activity

1. **Sites**

The service is designed to cover one diverse live site and one ‘mothballed’ site within Scarborough

* Filey Road Campus (FR), YO11 3AZ – approximately 14,250 m2 of teaching, workshop and office space plus 4,230 m2 of residential space consisting of 203 en-suite bedrooms, all set within a 4 x acre site.
* Mothballed - Lady Edith Drive Campus (LED), YO12 5RN – consists of 16,700m2 of floor space set within a 15 x acre site. **Please be aware** – The LED site is for sale for redevelopment and will be removed from this contract as soon as the land purchase is completed. If sold a third-party contract may be negotiated separately but not involving TEC Partnership.
1. **Scope**
2. **Static guarding, unlocking and locking and patrolling to Filey Road Campus**

One security operative will arrive at 4.30pm each day (Mon-Fri) to act as a patrolling security guard until the buildings are empty and then carry out final lock-ups and set all intruder alarms. Locking up involves turning out all lights, locking all windows, securing all internal & external doors, setting intruder alarms and carrying out regular perimeter checks throughout each shift. The guard will monitor all parking and CCTV. These duties average approx. 15 x hours per week (3 hours per weekday evening) at Filey Road.

The operative will also act as Fire Marshal in the event of any fire alarm activation.

We also have community use of our sports facilities on evenings and weekends that are controlled by the same security operative.

1. **Weekend/night cover associated with the Filey Road Halls of Residence as required**

The same single guard will then cover the Halls of Residence and all associated grounds (currently in use 365 days per annum). Overnight cover during the week is from 4.30pm to 8.30.am.

Cover during weekends including all bank holidays is from 4.30pm on a Friday through to 8.30am on a Monday.

The guard will carry out regular perimeter checks, monitor all parking and CCTV. The guard will act as front of house for the Halls of Residence liaising closely with the Accommodation and Lettings Officer. Duties will include checking in guests, handing over keys, distributing welcome packs, and directing/escorting residents to their rooms and dealing with minor requests. Customer Service will be a factor in this contract, and it is important the correct type of character is provided to the college.

Guards will be expected to have a basic level of maintenance knowledge, and this will be made site specific to understand our heating and hot water systems.

Other maintenance actions must be taken for example in the event of building leaks, in liaison with the estate’s maintenance team.

During the Christmas, New Year and bank holiday breaks, the college is closed, and no staff are on site, therefore daily servicing of the waste bins in the accommodation kitchens are required. We can have community use of our sports facilities on evenings and weekends that are facilitated by the security operative.

1. **Call out for intruder or fire alarm activation**

Mobile security operative available to attend Lady Edith’s Drive (LED) sites as and when required following a fire or intruder alarm activation. The TEC Partnership’s alarms are remotely monitored by a third party who would contact the security provider as “key holder”. As there is no automatic Fire Brigade or Police response to this site the mobile security operative needs to respond within 20 minutes to confirm a fire. This cover is required for Lady Edith’s Drive, Scarborough until this site is disposed of. Mobile patrols are also required at Lady Edith’s Drive site - currently one site patrol per day - 7 x days a week (depending on intruder activity) plus 6 hours of static cover on site 7 days per week. This will continue until the site is sold.

**SECURITY & DBS DISCLOSURES**

As an educational establishment where persons are working with children and vulnerable

adults on a regular basis it is mandatory that all persons working unescorted on all TEC Partnership sites have successfully provided an enhanced DBS disclosure (including children barred list check).

 All appropriate suppliers/contractors must have received their DBS disclosure before working unescorted on TEC Partnership sites and are advised to start their application without delay if they have not already done so. Failure to do so in a reasonable timescale or an unsuccessful application could result in a contract being terminated.

All Contractors attending works on TEC Partnership sites should apply for a personal contractor’s badge of which is proof that your staff member holds an acceptable DBS. To attain this badge, the Managing Director of the appointed security contractor needs to provide a list of all staff likely to work on this contract and advise their DBS number and date to the Estates Helpdesk. If there are any conviction(s) the TEC Partnership can/may request details of the conviction(s) before deciding to issue the contractor an ID card. Failure to attend site without the personal contractor’s badge will result in the contractor being escorted throughout works provided, at a cost to your Company or escorted off site completely.

You will be required to have valid DBS checks in place by the commencement of the contract. Any delay in providing the correct (within 3 years check) by the commencement date could lead to the contract being cancelled and any associated costs claimed back.

Payment Terms – Prompt Payment

1. When the Contractor submits an invoice, the TEC Partnership will consider and verify the invoice in a timely fashion.
2. The TEC Partnership shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the TEC Partnership has determined that the invoice is valid and undisputed.
3. Where the TEC Partnership fails to comply with paragraph 1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 2 after a reasonable time has passed.
4. Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
5. Provisions having the same effect as clauses 1-3 of this Agreement; and
6. A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 1-3 of this Agreement.
7. In clause 4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Partnership in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

Further details can be found in our standard Terms & Conditions.

**Minimum Organisational/operational standards required by the TEC Partnership:**

The TEC Partnership requires contractors to confirm that they are competent and accredited to undertake the work.

All works must be completed by a competent person who has had sufficient, in-depth training in accordance with Best Practices and legislation.

**Essential:**

SIA Qualified staff

First aid trained

DBS (including children barred list check)

**Desirable:**

SIA Approved Contractor Scheme or equivalent

ISO9001 - Desirable

Charter Mark - Desirable

Investors in People - Desirable

**Operational Site Addresses for Contract**

*Filey Road Campus Lady Edith’s Drive Campus*

*Scarborough Scarborough*

*North Yorkshire North Yorkshire*

*YO11 3AZ YO12 5RN*

**Appendix 1 - Pricing Summary and Bona fide tender declaration**

I/We offer to provide the services as outlined in the Invitation to Tender for Provision of On Site Security at Scarborough TEC College sites.

I/We understand that the **TEC Partnership** is not obliged to accept the lowest or any tender.

I/We give below the proposed fees for the various stages of the project (exclusive of VAT) but inclusive of all costs relating to travel subsistence and all other disbursements.

Please note the hours detailed below are **provisional** allocations for the purposes of tendering the scope. Once the contract is *established* the actual hours incurred may, due to operational need may fluctuate up and down and as such should be recorded on weekly timesheets authorised by a representative of Scarborough TEC. Any subsequent fluctuations in hours will be charged at the rates quoted within the tender submission. Indicate hourly rates for bank holidays.

If the TEC Partnership suspects that there has been an error in pricing of the tender, it reserves the right to seek clarification as it considers necessary from that tenderer only.

Ensure any annual increases in charges are highlighted and made clear within the submission. A clear scale of increases over the length of contract is welcomed.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | Scope | Qty | Rate | Total |
| A | **Static guarding, locking and unlocking.**  |   |   |   |
|   |  |   |   |   |
|   | 5 x evenings (Mon to Fri) 4.30pm – 7.30pm = 15 hours per week | 52 No |   |   |
|  |  |  |  |  |
| B | **Weekend/night cover associated with the Filey Road Halls of Residence as required.**4 x weekday nights (Mon to Thur) 7.30pm – 8.30am = 52 hours per weekWeekend Fri 7.30pm - Mon 8.30am = 61hrs | 52 No52 No |   |   |
| C | **Key Holding service – cost per annum each**Lady Edith’s Drive Campus **Call-out for intruder or fire alarm activation** |  |  |  |
|   | Lady Edith’s Drive Campus – 20 x per annum (estimate)  | 20 No |   |   |
|   |  |  |   |   |
|  | **Mobile patrol** |  |  |  |
|  | Lady Edith’s Drive campus x 1 per day plus up to 6 hours daily static guard on site. | 365 No |  |  |
|  |  | Tender Sum |   |

**Declaration**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. 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, and I am signing on behalf of…………………………………………………………(insert name of supplier).I understand that the TEC Partnership may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.I also declare that there is no conflict of interest in relation to the TEC Partnership’s requirement.The following appendices form part of our submission;

|  |  |
| --- | --- |
| **Section of ITT** | **Appendix Number** |
|  |  |
|  |  |

 |
| **ITT completed by** |
| **Name** |  |
| **Role in organisation** |  |
| **Date** |  |
| **Signature** |  |
| **Email** |  |
| **Direct Tel No:** |  |

In submitting a tender, including the Pricing Schedules, for these works **The TEC Partnership** deems the tenderer to have agreed to be legally bound by the following declaration:

Recognising the principle that the essence of selective tendering is that the employer receives bona fide competitive tenders from all firms tendering, we certify that we will submit such tender, and that we will not fix or adjust the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we will not do at any time before the date for this tender to be submitted, any of the following acts:

1. Communicate to any person other than the person calling for our tender the amount or approximate amount of the proposed tender.

2. Enter into any agreement with or arrange for any other person to refrain from tendering, or indicate the amount of any tender to be submitted.

3. Reward, or promise to reward, any person for performing or causing any of the actions or effects described in 1 or 2 above.

In this declaration, the word ‘person’ includes any persons, bodies or associations, corporate or incorporate; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

**Appendix 2 –Conflict of Interest**

I/We………………………………………………………………of……………………………………………………….. declare below my/our interests in respect of the tender submitted.

The TEC Partnership may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the TEC Partnership, detailing the conflict below. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the TEC Partnership should not represent a conflict of interest for the Supplier.

|  |  |
| --- | --- |
| Category | *Please give details of the interest and whether it applies to yourself or, where appropriate, a member of your immediate family or some other close personal connection.* |
| Have you or any member of your staff working on this project had any previous employment (staff or contractor) with Grimsby Institute of Further & Higher Education? |  |
| Do you have a financial interest in Grimsby Institute of Further & Higher Education? |  |
| Are you a member of any professional bodies, special interest groups or mutual support organisations that are linked to Grimsby Institute of Further & Higher Education? |  |
| Do you have any investments in unlisted companies, partnerships and other forms of business, major shareholdings and beneficial interests with Grimsby Institute of Further & Higher Education? |  |
| Have you/your Company offered any gifts or hospitality to any staff members of the Grimsby Institute of Further & Higher Education in the last twelve months and was it declined or accepted? |  |
| Are you aware of any other conflicts that are not covered by the above? |  |

To the best of my knowledge, the above information is complete and correct. I undertake to update as necessary the information provided, and to review the accuracy of the information on any change in supplier or sub-contractor for the duration of this tender.

Signed:………………………………………… Company Name:…………………………………………………

Position:………………………………………

Date:……………………………………………

*Original copies of this document to be kept with tender returns or quotes by the Purchasing Team and made available for audit by request to the Purchasing Manager.*

**Appendix 3 – Due Diligence**

|  |
| --- |
| **1.1 Supplier Details** |
| Full name of the Supplier completing the ITT |  |
| Registered Company Address: |  |
| Registered company number |  |
| Registered charity number |  |
| Registered VAT number |  |
| Name of immediate parent company |  |
| Name of ultimate parent company |  |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | Yes |
| ii) a limited company | Yes |
| iii) a limited liability partnership | Yes |
| iv) other partnership | Yes |
| v) sole trader | Yes |
| vi) other (please specify) | Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i) Voluntary, Community and Social Enterprise (VCSE) | Yes |
| ii) Small or Medium Enterprise (SME) | Yes |
| iii) Sheltered workshop | Yes |
| iv) Public service mutual | Yes |

|  |
| --- |
| **1. 2 Bidding Model** |
| Please mark ‘X’ in the relevant box to indicate whether you are; |
| a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | Yes |
| b) Bidding as a Prime Contractor and will use third parties to deliver some of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes |
| c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes |
| d) Bidding as a consortium but not proposing to create a new legal entity.If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.Please note that the TEC Partnership may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | YesConsortium membersLead member |
| e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. | YesConsortium membersCurrent lead memberName of SPV |

|  |
| --- |
| **1.3 Financial Information**  |
|  | Please provide one of the following to demonstrate your economic/financial standing; |
| 1. A copy of the audited accounts for the most recent two years
 |  |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation
 |  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
 |  |
| 1. 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).
 |  |
|  | Where the TEC Partnership has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this PQQ, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here. | YesNo  |
|  | **(a) Are you part of a wider group (e.g. a subsidiary of a holding/parent company)?**If yes, please provide the name below:Name of the organisation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Relationship to the Supplier completing the ITT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_If yes, please provide Ultimate / parent company accounts if available | YesNo YesNo YesNo  |

|  |
| --- |
| **1.4 Relevant experience and contract examples** |
|  | Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the TEC Partnership’s requirement. Contracts for supplies or services should have been performed during the past three years. The name customer contact provided should be prepared to provide written evidence to the TEC Partnership to confirm the accuracy of the information provided below.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 will 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).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 principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. |

|  |
| --- |
| **Contract 1** |
| Name of customer organisation |  | Point of contactPositionEmail address |  |
| Contract start/end date |  | Estimated contract value |  |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |  |
| **Contract 2** |
| Name of customer organisation |  | Point of contactPositionEmail address |  |
| Contract start/end date |  | Estimated contract value |  |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |  |
| **Contract 3** |
| Name of customer organisation |  | Point of contactPositionEmail address |  |
| Contract start/end date |  | Estimated contract value |  |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market |  |
| **If you cannot provide at least one example of questions 1 to 4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start up.** |
|  |

**To comply with the Public Contract Regulations 2015 the TEC Partnership only requires the following questions to be answered (self-certify). You do not need to provide evidence at this stage. Checks against each module will only be carried out on the winning supplier/contractor at award stage. Responses will be evaluated on a pass/fail basis instead of being scored/weighted.**

**Insurance**

|  |  |  |
| --- | --- | --- |
| **1** | 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:Employer’s (Compulsory) Liability Insurance = £5mPublic Liability Insurance = £5m “It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5million as a minimum. Please note that this requirement is not applicable to Sole Traders. | YesNo  |

**Compliance with equality legislation**

|  |
| --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. Please self – certify |
| **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)? | YesNo  |
| **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 TEC Partnership’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | YesNo  |
| **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? | YesNo  |

**Environmental Management**

Please self – certify

|  |  |  |
| --- | --- | --- |
| 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 Group (including local Group)?If your answer to 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 Partnership will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last three years, unless satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | YesNo  |
| 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? | YesNo  |

**Health & Safety**

|  |  |  |
| --- | --- | --- |
| 1 | Please self-certify that your organisation has a Health & Safety Policy that complies with current legislative requirements. | YesNo  |
| 2 | 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 three years?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.The TEC Partnership will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the TEC Partnership’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | YesNo  |
| 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? | YesNo  |

**For the above questions the TEC Partnership will maintain the Public Contract Regulations 2015 and undertake ‘self –cleaning’ as follows;**

Any Supplier/contractor that answers ‘Yes’ to questions Insurance/Equality/Health & Safety should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the TEC Partnership in each case.

If such evidence is considered by the TEC Partnership (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the TEC Partnership to be insufficient, the Supplier shall be given a statement of the reasons for that decision

**Modern Slavery Act Statement**

|  |  |  |
| --- | --- | --- |
| 1 | Please self-certify that your organisation warrants that it has thoroughly investigated its labour practices and those of its direct suppliers to ensure that there is no slavery or forced labour used anywhere in its organisation or used in any of its direct suppliers’ or subcontractors’ organisation. The supplier further warrants that it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that the warranties made above will continue to be the case at all times. | YesNo  |

**Appendix 4 – Scoring Criteria**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Score** | **4** | **3** | **2** | **1** |
| Fee proposal | Most economically advantageous | Economically advantageous | Less Economically advantageous | Least economically advantageous |
| Service Offer | Confirmation and detailed evidence in return considering work planning & communication with the Site Manager. Confirmation and full description of how to support the process of issuing works, receiving job sheets in a timely manner. Statement that invoices submitted correctly and in a timely manner. Full description & commitment to update Partnership asset information in the format agreed with the Partnership.  | Confirmation and evidence in return considering work planning & communication with the Site Manager. Confirmation and description of how to support the process of issuing works, receiving job sheets in a timely manner. Statement that invoices submitted correctly and in a timely manner. Description & commitment to update Partnership asset information in the format agreed with the Partnership.  | Confirmation in return considering work planning & communication with the Site Manager. Confirmation and some description of how to support the process of issuing works, receiving job sheets in a timely manner. Statement that invoices submitted correctly and in a timely manner. Description & commitment to update Partnership asset information in the format agreed with the Partnership.  | Lacks detail return for considering work planning & communication with the Site Manager. Some description of how to support the process of issuing works, receiving job sheets in a timely manner. Statement that invoices submitted correctly and in a timely manner. Description & commitment to update Partnership asset information in the format agreed with the Partnership.  |
| 1.4 Relevant experience & contract examples | Supplier/Contractor successfully delivered similar contract. Evidenced by completion certificates. Evidence of targets vs achieved. Delivery methods fully explained & suitable. No element of requirement sub-contracted. Meets all of the professional bodies memberships/registrations | Supplier/Contractor states delivered similar contract, no evidence. Some success evidenced of targets vs achieved. Some description of delivery methods & suitable. Sub-contracts part of the works but meets all the memberships/registrations. Or no sub-contracting but meets most of the membership/registration of professional bodies | Supplier/Contractor states delivered similar contract, no evidence. Not very successful from evidence of targets vs achieved. Some description of delivery methods but not specific enough. Sub-contracts most of the works and meets some the memberships/registrations. Or no sub-contracting and meets some of the membership/registration of professional bodies | Supplier/Contractor not delivered a similar contract. No evidence of targets vs achieved. Limited description of delivery methods but not specific enough. Sub contracts most of the work with no membership/registration of professional bodies |