

**ARGYLL AND BUTE COUNCIL
DEVELOPMENT AND INFRASTRUCTURE SERVICES**



TENDER FOR

FRAMEWORK CONTRACT

**SUPPLY, MAINTENANCE AND REPAIR OF ELECTRONIC
AND VEHICLE ACTIVATED SIGNS**

Tender Ref: DIS/RAS/RMcG/JK/002

Submission Deadline: 5 July 2013 (1200 hours)

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FORM OF TENDER

FRAMEWORK CONTRACT: SUPPLY, MAINTENANCE AND REPAIR OF ELECTRONIC AND VEHICLE ACTIVATED SIGNS

TENDER REF NO: DIS/RAS/RMcG/JK/002

TO: ARGYLL AND BUTE COUNCIL

I/We, having examined the Instructions to Tenderers, General Conditions of Contract, Specification and Pricing Schedule and Tender Assessment and Evaluation for a Framework Contract for the Supply, Maintenance and Repair of Electronic and Vehicle Activated Signs, do hereby offer to execute and complete, in accordance with the said General Conditions of Contract and Specification, the whole of the works described.

I/We agree to indemnify Argyll and Bute Council against all claims to the minimum amount of £5,000,000.00 in respect of any one incident.

I/We further agree to provide Insurance Policies, Certificates of Insurance and receipt for premiums, if required.

I/We agree that this Tender remains open for acceptance for a period of 3 calendar months from the date fixed for lodgement of Tender.

I/We undertake to ensure full confidentiality of all Tender Documents and hereby certify that this a bona fide Tender and that I/we have not communicated with any other company in relation to my/our bid price.

I/We understand that Argyll and Bute Council is not bound to accept the lowest or any particular offer.

I/We agree that, should errors in pricing or errors in arithmetic be discovered before the acceptance of this offer in the Schedule of Rates and Prices submitted by me/us then these offers will be corrected in accordance with Alternative 2 of the Code of Procedure for Single Stage Selective Tendering 1996. The Tenderer will be given details of such errors and will be afforded the opportunity of confirming or amending his offer.

Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of

Company

Address

.....

Postcode

Telephone

Signature

Print Name

Witness

Print Name

This tender shall be returned electronically to Jennifer King – Purchasing Officer, Argyll and Bute Council not later than **12.00noon on 5 July 2013.**

PART 1 - INSTRUCTIONS TO TENDERERS

FRAMEWORK CONTRACT – SUPPLY, MAINTENANCE AND REPAIR OF ELECTRONIC AND VEHICLE ACTIVATED SIGNS

1.1 FOREWORD

- 1.1.1 This document has been devised for use by Argyll and Bute Council and its Contractor(s) in the execution of a Contract for Argyll and Bute Council and, subject to the Unfair Contract Terms Act 1977, Argyll and Bute Council will not be liable in any way whatsoever (including but without limitation, negligence on the part of Argyll and Bute Council, its employees or agents) where the document is used for other purposes.
- 1.1.2 Enquiries concerning the Tender are to be submitted to Jennifer King, Purchasing Officer, jennifer.king@argyll-bute.gov.uk, Tel: 01546 604881, strictly via the electronic Tender portal on Public Contracts Scotland.
- 1.1.3 All communication, whether written or oral, in respect of the Tender and any subsequent Contract must be in English language.
- 1.1.4 Tenderers special attention is drawn to Section 2.18, Disclosure of Information.

1.2 INTRODUCTION

- 1.2.1 These Instructions to Tenderers give guidance on Argyll and Bute Council's requirements, its scope and details of the procurement and background information essential for the successful completion of a bid. **It is strongly recommended that these Instructions are read by all of the company personnel involved in the Tender submission.**

1.3 STRUCTURE OF THE TENDER

- 1.3.1 The structure of this Tender reference DIS/RAS/RMcG/JK/002 is indicated below. The Tender documents are supplied electronically.
- 1.3.2 Including the Instructions to Tenderers, this Tender document comprises of 5 Parts:-

Part 1: Instructions to Tenderers

Part 2: General Conditions of Contract

Where the relevant terms and conditions relating to the contract for the supply of goods and services are expressed.

Part 3: Specification and Schedule of Rates and Prices

In which Argyll and Bute Council details the Contractor's responsibilities for the Supply, Maintenance and Repair of Electronic and Vehicle Activated Signs and rates and prices applicable to the Contract.

Part 4: Tender Assessment and Evaluation

In which Argyll and Bute Council describes the procedure it will employ for evaluating the Tenders received. Deals with the quality element of the Tender.

Part 5: Submission Checklist

Offers a checklist of all the information that the Tenderer needs to complete/provide as a minimum to ensure a compliant Tender.

- 1.3.3 In the event of any discrepancy in, or between, any documentation issued in connection with this Tender, the Tenderer should immediately inform, the Purchasing Officer via the Public Contracts Scotland portal.

1.4 SUBMISSION OF DOCUMENTS

- 1.4.1 The Tenderer's attention is drawn to Part 5 of the Tender (Submission Checklist), which provides details of the information that the Tenderer is required to provide to Argyll and Bute Council by way of a response.
- 1.4.2 All Tender responses must be returned electronically via "the post box" on the Public Contracts Scotland website by **12.00 noon, on 5 July 2013**. Any Tender responses received after the deadline specified will be marked as a late Tender and Argyll and Bute Council will not consider them further. It should be noted that submitted attachments must be less than 10Mb in size and if greater will be rejected and will not be added to the submission. In addition, the post-box will not accept any more than 3 individual attachments.
- 1.4.3 Any request for an extension of the period for Tendering must be received at least seven (7) working days before the due date for return, but no undertaking can be given that an extension will be granted. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can be taken place. Tenderers will be notified of Argyll and Bute Council's decision as early as possible.**
- 1.4.4 Tender documents issued by Argyll and Bute Council are private and confidential and must not be passed on to a third party without the express consent of Argyll and Bute Council.

1.5 SUFFICIENCY OF TENDER

- 1.5.1 Tenderer shall be deemed to have satisfied himself before submitting his Tender as to the correctness and sufficiency of the rates and prices stated by him in his Tender which shall cover all their obligations under the Contract.

- 1.5.2 If Argyll and Bute Council suspects there has been an error in pricing or calculation in a Tender, it reserves the right to seek such clarification as it considers necessary from that Tenderer only. Obvious errors in pricing or arithmetic will be corrected in accordance with Alternative 2 (Scotland) contained in section 6 of the Code of Procedure for Selective Tendering 1996.

1.6 FORM OF TENDER

- 1.6.1 The total of the individual prices for compliant line items in the Schedule of Rates and Prices should be the figure inserted in the Form of Tender certificate.
- 1.6.2 All entries entered by the Tenderer on the Form of Tender, and other submitted information, must be made in black ink or be typewritten (not applicable for electronic Tenders). All prices must be specified in pounds sterling, exclusive of VAT. All Tender Forms must be signed by the Tenderer in a proper manner, by a Director or the Secretary of a Company or an authorised signatory. Evidence of authority must be submitted with the Tender.
- 1.6.3 All Tenderers must ensure the completion (and sign where stated) of the Form of Tender, Schedule of Rates and Prices, Part 4 - Questionnaires 4.5.1 and 4.5.2, Non Collusion Certificate, Equal Opportunity in Employment Certificate, Race Relations Certificate, Documents Received, Form for Proposed Amendments and Tender Compliance Certificate and submit these with the electronic tender.
- 1.6.4 As this Tender is to be submitted electronically, Argyll and Bute Council shall allow these to be submitted with the name of Tenderer's authorised signatory clearly typed instead.

1.9 VALIDITY OF TENDERS

- 1.9.1 All Tenders will remain open for acceptance by Argyll and Bute Council for a minimum period of three (3) calendar months from the date fixed for lodgement of Tender. All Tenders must be submitted on this basis.

1.10 ACCEPTANCE OF TENDERS

- 1.10.1 Argyll and Bute Council is not bound to accept the lowest or any Tender and reserves the right to accept any Tender in whole or in part. The award of Contract will be on the basis of the Tender Assessment and Evaluation in Part 4.
- 1.10.2 Argyll and Bute Council shall in no circumstances be liable for any costs involved in the preparation of a Tender.
- 1.10.3 A Tender shall only be accepted by Argyll and Bute Council by issue of a Letter of Acceptance.

1.11 ALTERNATIVE PROPOSALS - OPTIONAL

- 1.11.1 Tenderers are invited to submit an alternative proposal in addition to Argyll and Bute Council's specification detailed herein, as an addendum to its proposal. Such alternative proposal shall remain subject to the General Conditions of Contract and shall be formatted in such a way as a clear and transparent technical and commercial evaluation may be undertaken by Argyll and Bute Council.

1.12 QUESTIONS/CLARIFICATIONS ARISING FROM THE TENDER

1.12.1 Argyll and Bute Council will endeavour to answer any questions the Tenderer may have regarding the Tender via the Public Contracts Scotland portal. Any questions raised by the Tenderers, will be treated in the following way:-

1.12.1.1 If a question is of a clarification nature, the question asked and answer provided shall be forwarded to all Tenderers, depending on the content.

1.12.1.2 If the question is considered by Argyll and Bute Council to be specific to the Tenderer's Proposal, it will be treated as Commercial in Confidence and will not be forwarded to any other Tenderer. The Tenderer should state when asking the question whether he considers it to be in this category to aid Argyll and Bute Council's decision process. If Argyll and Bute Council considers the question to be of a clarification nature, it will inform the questioner of this prior to answering the question, the Tenderer will then be given the opportunity of withdrawing his question, unanswered.

1.13 TENDER EVALUATION

1.13.1 To preserve equity and confidentiality, all Tenders will be opened by a Tender panel on, or soon after, the designated day for responses and will be duly recorded. No Tenders received after the return date and time for submission shall be considered by Argyll and Bute Council.

Thereafter, an evaluation will be undertaken to assess the information provided by the Tenderer in response to the Tender. In particular:-

1.13.1.1 Price: Argyll and Bute Council will look at the affordability of the response from Tenderers and if this aspect is acceptable, will make a Value for Money judgement based on each Tenderer's response to the Conditions and the Specification and the prices being sought.

1.13.1.2 Quality/Capability: Argyll and Bute Council will be looking for evidence in the Tenderer's response to the questions raised to provide assurance that Tenderer can actually deliver the Contract at the level of performance required by Argyll and Bute Council.

PART 2 - GENERAL CONDITIONS OF CONTRACT

SECTION 1

2.1 Definitions and Interpretation

2.1.1 The definitions in this clause shall apply to both the General Conditions of Contract and the Specification.

2.1.2 The following expressions shall have the meaning given to them hereunder with respect to the interpretation of the Contract except where the context otherwise requires:

- a) "The Contract" means an agreement concluded between Argyll and Bute Council as the contracting authority and the Contractor, including these conditions, any supplementary conditions and all specifications and other documents that are relevant to the Contract.
- b) Conditions means the Conditions referred to in the Contract Documentation and any supplementary Conditions and modification thereof.
- c) "Tender Documents" means the Invitation to Tender, Conditions of Tender and any other accompanying documents submitted by the Tenderer relating to the Contract.
- d) "Tender Specification" means the tender specification that has been sent to prospective tenderers.
- e) "Tenderer" means the person or firm completing the tender document.
- f) The "Goods" means all Goods and materials that the Contractor is required under the Contract to supply or does supply or any services or works that he is required to supply under the Contract.
- g) "Argyll and Bute Council" is a reference to Argyll and Bute Council.
- h) "Council" is a reference to any Councils who are entitled to place orders in terms of the Contract.
- i) The "Contractor" means the person who by the Contract undertakes to supply the goods or to render such other service for Argyll and Bute Council as is provided by the Contract and where the Contractor is an individual or a partnership the expression shall include the personal representatives of that individual or of the partners or either of them as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of Argyll and Bute Council and where the context permits, includes a person whom Argyll and Bute Council has agreed to allow to participate in the Contract but who is not at the relevant time a party to a Contract.

- j) "Week" means 7 consecutive days starting Monday and ending on the following Sunday.
- k) "Month" means a calendar month.
- l) "Variation" means a variation in the provisions of the Contract made by notice given by Argyll and Bute Council.
- m) "Person" includes a Firm or Company.
- n) Any reference to a "signature" or "signed" includes reference to a signature being signed using electronic means.
- o) "Electronic means" refers to electronic equipment for the processing (including digital compression) and storage of data which is transmitted, conveyed and received by radio, by wire, by optical means or by other electromagnetic means.
- p) "Written" or "in writing" means any expression consisting of words or figures which can be read, reproduced and subsequently communicated. It may include information which is transmitted and stored by electronic means.

2.1.3 The masculine includes the feminine.

2.1.4 The singular includes the plural, and vice versa.

2.1.5 Reference to an enactment, order, regulation, or similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation, or instrument.

2.1.6 Any decision act or thing that Argyll and Bute Council is required or authorised to take or do under the Contract may be taken or done by any person so authorised either generally or specially by Argyll and Bute Council.

2.2 Variation of Contract Conditions

The Conditions of Contract which apply to this Tender may only be varied with the written agreement of Argyll and Bute Council. No terms or conditions put forward at any time by Tenderers or Contractors shall form any part of the Contract unless specifically agreed in writing by Argyll and Bute Council. **Refer also section 2.5**

2.3 Capacity to Contract

Tenderers confirm to the best of their knowledge that there are no restrictions of any kind which in any way affect their capacity to contract. If any such restrictions exist or arise, Argyll and Bute Council will have the option to terminate any Contract which purports to have been entered into with the Tenderer. The Tenderer shall indemnify Argyll and Bute Council in full for any resulting loss.

2.4 Submission of Tenders

Tender documents issued to prospective Tenderers may not be passed on to any other party without written permission from Argyll and Bute Council.

Paper Tenders – Not applicable for this Contract.

One complete copy of the Tender with no pages omitted must be submitted signed in ink by the Tenderer or by a person authorised by the Tenderer. If the signatory is not the Tenderer, the Tender must be accompanied by a letter from the Tenderer confirming that person's authority to bind the Tenderer.

Tenders must be sealed in the addressed envelope provided, and returned to the address specified on the Tender to arrive not later than 12 noon on the closing date stated on the envelope and the Tender Document.

Tenderers must not make any mark on the official returning envelope which would identify the Tenderer or disclose any detail of the content of the Tender.

Electronic Tenders

The complete electronic tender with no pages omitted must be submitted signed by the Tenderer or by a person authorised by the Tenderer. If the signatory is not the Tenderer then the Tenderer must provide at time of tendering written confirmation of the signatory's authority to bind the Tenderer.

Completed electronic tenders must be submitted via the e tendering system to arrive not later than 12 noon on the closing date stated on the Invitation to Tender and the Tender document.

LATE OFFERS WILL NOT BE CONSIDERED.

Argyll and Bute Council takes no responsibility for identifying any clerical errors or misunderstanding in any tenders submitted. Tenderers must therefore ensure that the content of any Tender submitted is complete and accurate.

No promotional material or other documentation may be enclosed with any Tender unless required by Argyll and Bute Council in the Specification.

2.5 Entries on the Tender

Paper Tenders

Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer **MUST** be entered by the Tenderer on the **FORM FOR PROPOSED AMENDMENTS** of the Tender and not on the Tender document and any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any contract which may follow upon this Tender. All entries on the Tender must be electronically generated typewritten or made in ink.

Electronic Tenders

Any clauses, conditions, amendments to specification or other qualifications which a Tenderer wishes to make conditional to an offer **MUST** be entered by the Tenderer on the **FORM FOR PROPOSED AMENDMENTS**. Any clauses, conditions, amendments to specification or other qualifications entered elsewhere on the Tender shall be invalid, unenforceable and shall not form part of any Contract which may follow upon this Tender.

2.6 Argyll and Bute Council Logo

Tenderers must not use the Argyll and Bute Council logo or disclose any details of any relationship with Argyll and Bute Council to any other party without the prior written consent of Argyll and Bute Council.

2.7 Advertising & Marketing Information

Tenderers consent to the receipt of marketing and advertising material by electronic transmission from Argyll and Bute Council and/or its approved agents.

2.8 Use of Recycled Materials

Not applicable to this contract.

2.9 Environmental Policy

Tenderers shall not supply any goods or products which may endanger the health of any person, will cause significant damage to the environment during manufacture, disposal or use, which consume a disproportionate amount of energy during manufacture, use or disposal, which cause unnecessary waste, or which contain materials derived from threatened species or environments.

2.10 Equal Opportunities

Tenderers warrant that, to the best of their knowledge and belief, they have complied with all legislative requirements in respect of ensuring equal opportunity in employment.

2.11 Pricing and Payment

Tenders will be regarded as FIRM PRICE OFFERS from the start of the contract period unless the Tenderer states otherwise on the **FORM FOR PROPOSED AMENDMENTS** of the Tender. Prices quoted on the Tender must be strictly nett prices, exclusive of Value Added Tax. Prices will include an allowance for all matters in respect of safety, health and welfare and the conditions of employment of work people and all matters relating to the satisfactory execution of the contract and for insurance of items against loss or damage by fire or by any other cause and against injury to persons and damage to property arising out of or in the course of or caused by the carrying out of the work involved in this contract.

The agreed credit period will be 30 days. Payment of valid invoices will be made by the appropriate Director of Finance or the Contract Administrator within 30 days of the date of the invoice issued, which is in turn only to be issued in arrears of the delivery of the goods or performance of the service conforming to the terms and conditions of this Contract.

Tenderers offering settlement discounts for prompt payments of invoices must state such terms on the **FORM FOR PROPOSED AMENDMENTS** of the Tender. Any settlement discounts will apply to the nett prices quoted on the Tender.

2.12 Fluctuating Offers

If a fluctuating offer is accepted, Argyll and Bute Council will be given not less than sixty (60) days clear written notice of any proposed increase in the contract prices. No increase in

prices will be made without the written agreement of Argyll and Bute Council. Applications for price increases must comply with any counter-inflation legislation and be accompanied by supporting documentary evidence from an independent source, to the satisfaction of Argyll and Bute Council. Argyll and Bute Council reserves the right to resile from any contract in whole or in part where Argyll and Bute Council considers proposed increases in prices to be unreasonable.

Any decreases in prices must be notified to Argyll and Bute Council and applied immediately.

2.13 Validity Period

All Tenders will remain open for acceptance by Argyll and Bute Council for a minimum period of three (3) calendar months from the date fixed for lodgement of Tender. All Tenders must be submitted on this basis.

2.14 Post Tender Negotiation

After the closing date and time, Tenderers may not supply any unsolicited information. Following evaluation of the Tenders received, Argyll and Bute Council reserves the right, to enter into negotiations, including negotiations on price, with the Tenderer who has submitted the most economically advantageous Tender or where the contract will be awarded on a shared basis with the Tenderers who have submitted the most economically advantageous Tenders.

2.15 Acceptance of Tenders

Argyll and Bute Council is not bound to accept the lowest or any Tender and reserves the right to accept any Tender in whole or in part. Any acceptance will be either by the issue of a letter of acceptance on behalf of Argyll and Bute Council, or via the electronic tendering system (where applicable).

2.16 Estimated Quantities

Any quantities stated in the Tender are approximate and provisional and may be increased or decreased by Argyll and Bute Council without invalidating any Contract.

2.17 Alternatives

If a Tenderer offers alternatives to the requirements specified in this Tender document, it will be the Tenderer's responsibility to demonstrate to Argyll and Bute Council that the alternatives are fit for the purpose for which they are required.

2.18 Disclosure of Information

The Freedom of Information (Scotland) Act 2002, which came into force on 1 January 2005, designates Argyll and Bute Council as a Scottish public authority and therefore subject to the provisions and obligations in that Act. This means that from 1 January 2005, any person who makes a valid request for recorded information held by Argyll and Bute Council will be entitled to receive it, unless all or part of that information can be withheld as a result of the exemptions in that Act.

As part of our responsibility under the Act, Argyll and Bute Council may be required to disclose any information held relating to your response to anyone who makes a request under that Act. Such information may only be withheld if it meets one or more of the exemptions or conditions in that Act. Information held cannot simply be classified as "confidential" or "commercial in confidence" to enable it to be protected from disclosure.

Information may also be requested under the Data Protection Act 1998 and the current and forthcoming Environmental Information Regulations.

2.19 Collusion

Argyll and Bute Council reserves the right not to consider a Tender and to cancel the Contract and recover from the Tenderer the amount of any loss resulting if the Tenderer (or his representative, whether or not with the Tenderer's knowledge) has colluded in tendering for the Contract or in tendering or refraining from tendering for any other contract or has used corrupt or illegal practices either in obtaining or executing the Contract or any other contract with Argyll and Bute Council.

Tenderers must complete the **NON COLLUSION CERTIFICATE** in the Tender Document.

2.20 Prevention of Corruption

Argyll and Bute Council shall be entitled not to consider a Tender and to cancel the Contract and recover from the Tenderer any loss resulting if the Tenderer, or any person employed by or acting on behalf of the Tenderer (whether or not with the Tenderer's knowledge), has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing any action in relation to the obtaining or execution of the Contract or any other contract with Argyll and Bute Council or for showing or refraining from showing favour or disfavour to any person in relation to the contract or any other contract with Argyll and Bute Council, or if in relation to any contract with Argyll and Bute Council, the Tenderer or any person employed by or acting on behalf of the Tenderer has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward, the receipt of which is an offence under Sub-Section (2) of Section 68 of the Local Government (Scotland) Act 1973.

2.21 Data Protection

Contractor undertakes to comply with the provisions of the Data Protection Act 1998 and in particular, warrant that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

2.22 Company Profile

Argyll and Bute Council may, at any time, give the Contractor seven (7) days notice in writing requiring the Contractor to provide to Argyll and Bute Council Contractors' Company profile to include a complete list of all companies and organisations affiliated to Contractor.

2.23 Recovery of Sums Due

If under the Contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum due to the Contractor under the Contract.

2.24 Unauthorised Supply of Goods or Provision of Services

Contractor shall neither perform any services nor supply or deliver any goods without first receiving an official order for such goods and/or materials or services from an authorised officer of Argyll and Bute Council. Argyll and Bute Council shall not be liable for the cost of any goods and/or materials or services delivered, supplied or performed if the goods and/or materials or services are not covered by the prior issue of an official order.

2.25 Delivery of Goods

Goods and/or materials must be properly packed and secured and shall be delivered by the Contractor at the time and place or places and in the manner specified in the Specification or, if not so specified, as specified in an official order in terms of Condition 2.24 hereof. Any goods and/or materials shall remain at the sole risk of the Contractor until delivered to and accepted by an authorised officer on behalf of Argyll and Bute Council.

No mechanical offloading, lifting, moving or other equipment nor any other form of assistance will be supplied to the Contractor for the purposes of offloading and placing goods in premises.

Every employee of the Contractor and any subcontractor must clearly display an identity card showing the name and address of the Contractor and bearing the name and a photograph of the employee. Identity cards must be shown before access to premises will be permitted.

All goods and/or materials delivered to premises must be accompanied by a receive/delivery note which shall clearly state a description of the goods and/or materials delivered, the quantities of each item and the official order number. Corresponding invoices must also contain this information.

If any of the goods and/or materials are not delivered within the time or times specified in the Special Conditions of Contract or, where not so specified, in an official order, Argyll and Bute Council may, without prejudice to any other remedies, give notice to the Contractor and terminate the Contract either in respect of these goods and/or materials or in respect of all goods and/or materials to which the Contract relates other than those delivered in accordance with the Contract before the date of termination of the Contract.

2.26 Failure to Meet Specification

All goods and/or materials supplied to Argyll and Bute Council must conform to the agreed Specification or may be rejected by Argyll and Bute Council.

Unless the Specification states otherwise, the goods and/or materials shall be strictly in accordance with the latest relevant British Standards Institution or EU Specification where such exists and to the satisfaction of Argyll and Bute Council. Goods and/or materials rejected under this condition shall be removed by the Contractor at their own expense within seven (7) days of the date of receipt of notification of rejection. If the Contractor fails to remove them within this period, Argyll and Bute Council shall be entitled to return the rejected goods and/or materials or any of them at the Contractors' risk, and recover all costs incurred from the Contractor.

Goods and/or materials rejected under this condition will not have been delivered under the Contract and the Contractor shall, within the time for delivery stipulated in the Special Conditions of Contract or official order form or such other time as Argyll and Bute Council may allow, deliver, at the Contractors' expense, satisfactory goods and/or materials in place of those rejected.

Nothing in these conditions, or any amendment agreed thereto, will exclude the terms of the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994. If the goods and/or materials or any part thereof are unsatisfactory in the opinion of Argyll and Bute Council, then Argyll and Bute Council may, at its own discretion, determine the Contract as a whole or only in respect of the goods and/or materials which are unsatisfactory.

2.27 Failure to Conform

If the Contractor fails to conform to any terms and conditions of the Contract, Argyll and Bute Council may terminate the contract by giving the Contractor seven (7) days notice in writing and may enter into another contract with some other company, firm or person. All losses, expenses, costs and charges incurred in this connection shall be a debt due by the original Contractor to Argyll and Bute Council and may be deducted from any monies due to the Contractor or may be recoverable by legal action.

2.28 Determination of Contract

If Argyll and Bute Council at any time wishes to determine the contract, notice in writing shall be given to the Contractor and twenty eight (28) days after delivery of such notice, the Contract, shall in all respects cease and determine.

2.29 Replacement of Rejected Goods and/or Materials

Where Argyll and Bute Council has determined the Contract under any condition of contract, without prejudice to any other rights available to it, Argyll and Bute Council may replace all or any of the goods and/or materials in respect of which the contract was so determined. There shall be recoverable from the Contractor the amount by which the cost of replacing these goods and/or materials exceeds the amount which would have been payable to the Contractor in respect of these goods and/or materials if they had been delivered in accordance with the Contract.

2.30 Contractors' Liabilities

Contractor agrees to indemnify Argyll and Bute Council against death of or bodily injury to any person and loss of or damage to any Council or third party property arising through or in consequence of their operations in supplying and delivering goods or performing or providing services to Argyll and Bute Council and as a result of any act of negligence or omission on the part of the Contractor, employees or contractors employed by them.

For the avoidance of doubt, the Contractor's liability is to indemnify Argyll and Bute Council from any claims from employees of the Contractor and any third party as a result of bodily injury, loss of or damage to any property of any nature whatsoever, and includes an indemnity to Argyll and Bute Council in respect of all claims and in respect of costs and expenses reasonably incurred by Argyll and Bute Council in the reinstatement of any property lost or damaged.

2.31 Serving of Notices

Any notice or other communication to be served on the Contractor shall be deemed to be duly served (as and when, unless the contrary is proved, the notice or communication would be delivered or received in the ordinary course of post) if posted in a prepaid letter and addressed to the Contractor at the usual or last known place of abode or of conducting business or to any agent of the Contractor.

2.32 Assignment, Subcontracting etc.

No part of the Contract will be subcontracted or assigned by the Contractor without the prior written consent of Argyll and Bute Council. Any breach hereof shall entitle Argyll and Bute Council to determine the whole Contract or that part to which the breach relates or take any other remedies available. The agreement by Argyll and Bute Council to any assignment or subcontracting of the Contract whether in whole or in part shall not relieve the Contractor of the Contractors' liabilities under the Contract.

If any Contractor wishes to subcontract, assign or otherwise dispose of the benefit or the burden of the Contract or any part thereof, the Contractor shall intimate to Argyll and Bute Council the name of the proposed subcontractor or assignee and shall provide all information that Argyll and Bute Council may need to consider the Contractor's request.

2.33 Insolvency

Without prejudice to any other rights of Argyll and Bute Council, Argyll and Bute Council shall have the right to terminate the Contract by written notice immediately if the Contractor is:-

(a) a company and passes a resolution for winding-up or dissolution (other than for, and followed by an amalgamation or reconstruction), or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge, or the company makes a composition or arrangement with its creditors, or the court makes an administration order or a winding-up order, or;

(b) an individual and is apparently insolvent or a petition is appointed for the Contractor's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Contractor, or makes a composition, conveyance or assignment or any arrangement with or for the benefit of creditors, or a trustee or administrator is appointed to manage his affairs:

or

(c) a firm or a number of persons acting together in any capacity and a petition is presented for the Contractor to be wound up as an unregistered company, or if any of the events in (a) and (b) of this condition occur in respect of the firm or any partner or any of those persons.

2.34 Health and Safety

Contractor must operate health and safety policies and must perform the Contract in accordance with all current Health and Safety legislation.

Argyll and Bute Council must be notified immediately by Contractor of any risks to health or safety which are identified or arise during the Contract including any known misuse of any goods supplied.

2.35 Discrimination

The Contractor shall not discriminate unlawfully and shall take all reasonable steps to ensure that all employees, agents and sub-contractors do not breach any legislation on discrimination.

2.36 Arbitration

All disputes, differences or questions which arise between Argyll and Bute Council and the Contractor relating to the Contract or any matter arising under or out of the Contract, other than any matter or thing that, in terms of the Contract, the decision of Argyll and Bute Council is to be final and conclusive, shall be referred to a single arbiter to be mutually chosen or, failing agreement, the Sheriff of the Sherriffdom of Glasgow and Strathkelvin whose decision shall be final, binding and conclusive. Any reference to arbitration shall be a submission within the meaning of the Arbitration (Scotland) Act 1894.

2.37 Waiver

No failure or delay by Argyll and Bute Council to enforce any right or remedy to which Argyll and Bute Council is entitled, or to require performance by the Contractor of any of the terms of the Conditions of Contract shall be a waiver of any such right or remedy nor shall it in any way affect the right of Argyll and Bute Council to subsequently enforce such provisions.

2.38 Severability of Conditions

If any Condition of Contract to any extent becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Conditions of Contract shall not in any way be affected.

2.39 Conflict with Specification

In the event of any conflict between these General Conditions of Contract and the Specification, then the terms of the Specification shall prevail.

2.40 Headings

Headings to Conditions of Contract are for convenience and shall not affect their interpretation.

2.41 Law of Scotland

All contracts with Argyll and Bute Council will be governed by the Law of Scotland and subject to the jurisdiction of the Scottish Courts.

Additional General Conditions for Services Contracts

2.42 Contractor's Personnel

Contractor shall provide full particulars as required by Argyll and Bute Council of all persons who are or who may at any time be employed on the Contract. Contractor shall take all reasonable steps to avoid changes of staff performing the Contract and shall provide Argyll

and Bute Council with one (1) month's written notice and full particulars of any proposed additional or replacement staff. At any time, Argyll and Bute Council may give notice to the Contractor that a person is not to be involved further with the performance of the Contract. The decision of Argyll and Bute Council regarding the Contractor's personnel shall be final and conclusive.

Contractor will take all necessary steps to avoid unauthorised persons from gaining access to the premises.

2.43 Duty of Care

Contractor shall perform any services under the Contract with all reasonable skill, care and diligence and in accordance with all relevant legislative and statutory requirements and industry best practice.

All materials and workmanship shall be to the entire satisfaction of Argyll and Bute Council and shall conform with all aspects of the Contract.

2.44 Management of the Service

Contractor shall properly manage and monitor performance of the services and shall inform Argyll and Bute Council immediately if any aspect of the Contract is not or is not capable of being performed.

Contractor shall provide all the necessary facilities, materials and equipment and suitably qualified and experienced personnel to perform the services.

2.45 Mistakes in Information

Contractor shall be responsible for and shall pay any costs which result due to any discrepancies, errors or omissions in drawings, documentation or other information supplied by them, whether or not such information has been approved by Argyll and Bute Council.

2.46 Human Rights Act 1998

Contractor shall at all times comply with the obligations which are incumbent upon Argyll and Bute Council as a "public authority" in terms of the Human Rights Act 1998 ("the 1998 Act") together with any subsequent amendment or re-enactment thereof and of all secondary legislation made under the 1998 Act or any subsequent amendment thereto or re-enactment thereof.

The Contractor shall take all reasonable steps to ensure the observance of this condition by all servants, employees or agents of the Contractor and all Subcontractors engaged by the Contractor.

The Contractor shall indemnify Argyll and Bute Council against all losses, costs, expenses & damages and shall keep Argyll and Bute Council indemnified against all liabilities, demands, claims, actions or proceedings incurred as a result of an alleged breach of this condition by the Contractor.

Argyll and Bute Council may monitor the Contractor's compliance with the 1998 Act at periodic intervals during the performance of the Contract.

Addendum to Clause 2.30 (Part 2 General Conditions of Contract)
Contractor's Liabilities/Insurance Clauses

All contracts with Argyll and Bute Council contain a Contractor's Liabilities Clause, in this Contract, Clause 2.30. This Clause is designed to protect Argyll and Bute Council and member Councils from any act of negligence, error or omission on Contractor's part, or that of employees, agents or any sub contractor employed by Contractor.

Under Clause 2.30 Contractor is required to affect, maintain and evidence it holds the insurances necessary to fulfil Contractor's obligations under this Clause.

For the avoidance of doubt, Clause 2.30 requires you to have affected insurance cover for Employer's Liability insurance and Third Party/Products Liability to a minimum indemnity limit of £5 million (each).

If Contractor does not correctly hold this level of cover, Contractor could arrange additional cover subject to success with the Tender process. In either event, the letter from Contractor's broker or adviser confirming the insurances held/have arranged must be included with the Tender submission.

PART 3 – SPECIFICATION

1. Introduction

- 1.1 Argyll and Bute Council has a requirement for a Contractor to inspect, maintain and repair, as required, its inventory of electronic and vehicle activated signs throughout Argyll and Bute. The Contractor shall also supply, deliver, install and commission new solar powered signs, as requested by Argyll and Bute Council.
- 1.2 An inspection and inventory collection of Argyll and Bute Council's electronic signs installed on the public road network was undertaken in July 2012. The results of this inventory are attached as Appendix A, detailing the Location, Manufacturer, Description, Quantity and Condition of the signs. In summary, however, there are approximately 185 signs varying in terms of both manufacturer and condition.
- 1.3 The Framework Contract period shall be 1 August 2013 to 31 July 2016.

2. Annual Maintenance Inspection

- 2.1 The Contractor shall undertake an annual maintenance inspection of all existing electronic and vehicle activated signs plus any signs purchased post contract award by Argyll and Bute Council.
- 2.2 The annual inspection shall include checking and reporting upon the condition / operation of each sign along with all associated power equipment (batteries, solar panels, control gear etc.), renumbering of the sign (where applicable), cleaning of the sign and pole and undertaken minor repairs under £100 (excluding VAT) per site (parts) in value.
- 2.3 The details of the minor repairs undertaken shall be recorded within an annual report and detailed on any invoices submitted. Where the value of the repair is estimated to be over £100 (excluding VAT) per site (parts) the repair must be referred back to Argyll and Bute Council's Streetlighting Technical Officer (or his delegate) for authorisation. If immediate authorisation cannot be obtained and the Contractor has to return to the site

at a later date, this visit will be made under an unscheduled call out, subject to agreement by the Council's Technical Officer.

- 2.4 As part of the Annual Inspection, the Contractor shall physically number each of the signs and thereafter maintain the numbering system. The identification numbers shall be used to provide an annual report on the condition of each sign and remedial measures which have been resolved at the time of the annual maintenance visit and any other repairs required outwith the normal maintenance schedule.
- 2.5 A programme of inspection visits shall be provided by the Contractor prior to commencement of the annual inspection period. The Contractor shall ensure, within its programme, that the maintenance of signs around schools shall be undertaken during the school holiday periods.

3. Repairs Out-with Annual Maintenance Inspection

- 3.1 The Contractor may be required to undertake further visits to undertake repairs to damaged or non-operating signs out-with the annual maintenance inspection period. Any such requirements shall be instructed by the Streetlighting Technical Officer and shall be undertaken within two weeks of notification.
- 3.2 Where the value of the repair is estimated over £100 (excluding VAT) per site (parts), the repair must be referred back to the Council for authorisation.

4. Decommissioning of Signs

- 4.1 Where operational signs have been identified by Argyll and Bute Council as being redundant/surplus to requirements, the Contractor shall be instructed to disconnect and remove the signs (including associated electrical equipment) to a store identified and provided by the Council. These "stockpiled" signs may subsequently be used to replace non-operational signs or introduced at other appropriate sites in the future.
- 4.2 Where non-operational signs have been identified by Argyll and Bute Council as being beyond economical repair, the Contractor shall be instructed to identify functional parts within the aforementioned signs, to disconnect and remove such parts (including

associated electrical equipment, batteries etc.) to a store identified and provided by the Council. These “stockpiled” signs may subsequently be used to replace non-operational signs or introduced at other appropriate sites in the future. All parts identified as superfluous/beyond economical repair shall be disposed of by the Contractor at no cost to the Council.

5. Supply, Delivery, Installation and Commissioning of Solar Powered Signs

Contractor shall supply, deliver, install and commission new solar powered signs as per the Specification contained in Appendix B, upon instruction by Argyll and Bute Council. Any such instruction shall be formalised by a PECOS Purchase Order. Contractor shall complete any such installations within a maximum period of four weeks from receipt of order.

All new signs shall be supplied with a five year manufacturer’s warranty.

Argyll and Bute Council does not commit to any obligation to replace redundant or non-operational signs with new signs.

6. General

All traffic management is to comply with Chapter 8 of the Traffic Signs Manual 2006.

The Contractor shall undertake risk assessments leading to a safe method of work and ensure that these are made available to all staff.

APPENDIX A

ARGYLL AND BUTE COUNCIL ELECTRONIC SIGNS INVENTORY

APPENDIX B

SPECIFICATION FOR SUPPLY OF SOLAR POWERED SIGNS

Specification – Solar Powered Sign

- Solar powered programmable warning sign, as per attached Drawing.
- Non-reflective vinyl in the centre of an aluminium polyester powder coated sign with flashing amber puk in each corner.
- Capable of being programmed for total of 180 minutes per day up to 3 years in advance.
- Speed limit roundel with red outer circle and non-reflective vinyl.
- Sign shall have the option of utilising a data collection radar, (i.e. the capability of recording speed values, average speed, maximum speed, 30%ile, 50%ile, 85%ile speeds, time and date stamps and other relevant monitoring information which can be subsequently downloaded into a PC). All radars (standard and data recording) shall have detection speeds adjustable in 1mph increments. The data should be able to be downloaded in whole or in specific date ranges.
- Where the sign units have GSM/GPRS communication, the sign should be able to provide an equipment fault monitoring facility i.e. remotely communicating to a mobile phone/laptop pc with details of equipment failure.
- The speed detection radar and control gear should be mounted internally within the sign body, which should be no greater than 50mm in depth.
- The option to have a clear polycarbonate plate mounted in front of the speed display and road safety message LEDs should also be provided to enable easy cleaning of the display screen (especially if vandalised by spray painting). Similarly, the option to have a suitable power cable protective cover box for deterring unauthorised vandalism or damage to plug and socket.
- The Solar panel unit shall comprise a 45 degree angled back plate fitted with aluminium framed waterproof monocrystalline 30 or 60 watt, 12 volt solar panel with built in reverse charge protection and IP rated battery box containing solar regulator, electrical control gear, batteries and pole clip mounting system.
- The sign should be able to be mounted on a single 89mm diameter (upper) large based pole such as to be secure and theft proof but allowing relatively easy demounting/mounting. The sign should therefore have the ability to 'plug and operate' into another compatible/existing pole/power supply without the need for any specialised electrical work.
- Spare parts should be readily available and shall remain so throughout the expected life of the units.

PART 4 - TENDER ASSESSMENT AND EVALUATION

4.1 Evaluation of Tenders

Submitted tenders will be subject to screening, assessment, clarification and ranking by means of a structured process in order to determine the tender, from a suitably qualified business, that offers best value to the Council.

The initial screening phase is for the purposes of validation and if it is apparent that a Tenderer has submitted a fundamentally non-compliant or incomplete tender then the Council reserves the right to reject that tender and continue to assess the other tenders as appropriate.

Tenders who pass this initial screening process will thereafter be subject to further assessment as detailed below.

The evaluation process will be systematic, thorough and fair.

After the initial screening phase, a 2-stage evaluation process will be undertaken:

- 1. Capability (Selection Criteria) – Part 5**
- 2. Quality and Price (Award Criteria) – Part 6**

The **Capability** stage will evaluate Tenderers on the following aspects in 4 separate questionnaires:

- A – Background Information (not scored, but must be completed)
- B – Financial Status – Pass/Fail
- C – Business Probity – Pass/Fail
- D – Experience and Qualifications – Pass/Fail

Only information provided as a direct response to the questionnaires will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc will not form part of the evaluation process. **Marketing material should not be included.**

Supplementary documentation may be attached to the questionnaire. **Such material must be clearly marked with the name of the organisation and the question to which it relates.** All questions must be answered.

Please note that the Council may require clarification of the answers provided or ask for additional information. The response should be submitted by an individual of the organisation, company or partnership who has authority to answer on behalf of that organisation, company or partnership.

Should the response be found to be erroneous or in any other way incorrect, the Council reserves the right to disqualify the candidate from the tender.

Each of the above Capability stage aspects will be evaluated separately, with a mark of Pass or Fail. Tenderers will be required to pass all aspects in order to achieve an overall Pass for the Capability stage and therefore have their tender further assessed in the final evaluation phase which covers Quality and Price.

Please see **Part 5 – Capability Stage (Selection Criteria)** on p.23 for further details.

The final **Quality and Price** stage of tender evaluation will utilise the evaluation criteria detailed in Section 4.2 below.

4.2 Evaluation Criteria for Quality and Price (Award)

The evaluation of tenders will be based on the following *evaluation/award criteria*:

Award Criteria

<u>Criteria</u>	<u>Sub-Criteria</u>	<u>Max Score</u>	<u>Weighting</u>
Price	N/A	100	40%
Quality	Proposal 1 – Methodology	100	25%
	Proposal 2 – Inspection Programme	100	25%
	Proposal 3 – Contract Management	100	10%
	TOTAL		60%

a. Price – 40%

This will be determined by examination of the **Pricing Schedule** submitted by each Tenderer. The lowest price tendered shall be given a score of 100. The Price Score of the other Tenderers will be calculated by expressing the price as a percentage of the lowest tender. This score shall then be multiplied by 40 to determine the Weighted Price Score.

The price for tender assessment purposes shall be calculated as follows:

Item No	Description	Quantity (over period of contract)	Unit of Measure	Price (£)	Total
1.	Annual Maintenance Inspection of @ 185 Electronic Signs as detailed in Part 3 - Specification	3	Per Annum		
2.	Decommissioning of operational signs (disconnection, removal and storage)	12	Per Site		
3.	Decommissioning of non-operational signs (disconnection, removal, storage and disposal)	12	Per Site		
4.	Emergency/Unscheduled Call Out Fee (inclusive of all costs excl parts)	35	Per Call Out		

5.	Cost per additional site visited under Item 4 above (inclusive of all costs excl parts)	10	Per Site		
6.	Supply, installation and commissioning of Solar Powered Sign as per specification in Appendix B.	100	Ea		
Total for Tender Assessment Purposes					£

The Council is under no obligation to accept the lowest bid or any bid and will not be liable for costs or expenses incurred in connection with the appointment process.

b. Quality – 60%

The quality element will be based on the Tenderer's completion of three **Proposals**. The Council will consider the content of the responses from each Tenderer and will make a judgement based on each Tenderer's submission. Please note a minimum score of 65 is required for each proposal.

Quality scoring will be assessed broadly on the basis of the scale below:

% of Max Score Available	
0-20%	A detrimental response/answer/solution – limited or poor evidence of skill/resource sought; high risk that relevant skills/resource will not be available
20%-45%	Less than acceptable response/answer/solution – lacks convincing evidence of skill/resource sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills/resource will not be available
45%-65%	Acceptable response/answer/solution to the particular aspect of our requirement; evidence given of skill/resource sought.
65%-75%	Better than acceptable - response/answer/solution demonstrates real understanding of requirement and evidence of ability/resource required to meet it.
75%-90%	Excellent - response/answer/solution gives real confidence that the supplier will add real value in managing the project and fielding a team with excellent skills
90% - 100%	World Class – unlikely to be bettered. Engenders complete and total confidence in the provision of the services.

Please see **Part 6 – Structure and Format of Proposals** on p.41 for further details on requirements for these Proposals.

PART 5 – RESPONSE SECTION

5.1 CAPABILITY STAGE (Selection Criteria)

QUESTIONNAIRE A – BACKGROUND INFORMATION

1.	Name of Organisation	
2.	Address for all correspondence	
3.	Contact Name	
4.	Contact Position	
5.	Telephone Number	
6.	Fax Number	
7.	E-mail address	
8.	Website address (if applicable)	
9.	Address of Registered Office (if applicable)	
10.	Nature of Organisation (e.g. Plc, partnership etc).	
11.	Length of time Organisation has been operating	
12.	Names of the Directors or Partners	
13.	Group If the Organisation is a Member of a Group of Companies, please give the name and address of the ultimate parent company.	
14.	Company Registration Number (or alternative EU registration number).	
15.	VAT Registration Number (or alternative EU registration number).	
16.	Is your organisation a member of a relevant professional association? If yes, please provide full details including a copy of relevant certificate(s).	<input type="checkbox"/> YES <input type="checkbox"/> NO
17.	Has your organisation been assessed to an independent pre-qualification standard e.g. Constructionline? If yes, please provide details, including registration number and assessment of your maximum contract value.	<input type="checkbox"/> YES <input type="checkbox"/> NO

18.	<p>Has your organisation previously carried out work for Argyll and Bute Council?</p> <p>If yes, please provide full details.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
19. Consortia Details (if applicable – please add further rows if required)		
	<p>1. Name and address</p> <p>Identify which part of the service this consortia member will deliver.</p>	
	<p>2. Name and address</p> <p>Identify which part of the service this consortia member will deliver.</p>	
	<p>3. Name and address</p> <p>Identify which part of the service this consortia member will deliver.</p>	
20. Sub Consultants (if applicable – please add further rows if required)		
	<p>1. Name and address</p> <p>Identify which part of the service this consortia member will deliver.</p>	
	<p>2. Name and address</p> <p>Identify which part of the service this consortia member will deliver.</p>	
	<p>3. Name and address</p> <p>Identify which part of the service this consortia member will deliver.</p>	

QUESTIONNAIRE B – FINANCIAL STATUS

21.	Bank Details	
	Name of Bank: (from which a financial reference may be sought).	
	Address:	
	Telephone Number:	
	Suitable contact name:	
22.	Provide details of the Annual Turnover (in £ Sterling) for: (Note: In order to pass this section, Tenderer will be required to demonstrate an annual turnover of at least £200,000 in both years).	
	Latest Year	
	One year previous	
23.	As part of the contract requirements your organisation will require to provide employer's liability, public liability and professional indemnity insurance	
	<p>Provide details of your current Employer's Liability Insurance including level of cover</p> <p>Please enclose a copy of the insurance certificate or brokers letter as proof you can put required insurance in place.</p> <p>Minimum requirement: £5,000,000 (five million pounds sterling) for any one occurrence.</p>	
	<p>Provide details of your current Public Liability Insurance including level of cover</p> <p>Please enclose a copy of the insurance certificate or brokers letter as proof you can put required insurance in place.</p> <p>Minimum requirement:</p>	

	<p>£5,000,000 (five million pounds sterling) for any one occurrence.</p>	
	<p>Provide details of your current Professional Indemnity Insurance including level of cover</p> <p>Please enclose a copy of the insurance certificate or brokers letter as proof you can put required insurance in place.</p> <p>Minimum requirement: £1,000,000 (one million pounds sterling) for any one occurrence.</p>	

A financial check will be carried out by Argyll and Bute Council. Failure to achieve an Equifax Band D score will not be determinative but may result in exclusion from the tendering exercise. In this circumstance, the Council will require further evidence from the Tenderer that they have the financial capacity for the size of the contract.

QUESTIONNAIRE C – BUSINESS PROBITY

Unless the context indicates otherwise the following questions should be answered as follows:

1. If completing the form on behalf of a sole trader, the questions apply to the sole trader as an individual.
2. If completing the form on behalf of a partnership, the questions apply to the partnership as a whole.
3. If completing on behalf of a Limited Company, the questions apply to the company as a corporate body.

Your tender response will be rejected if the Bidder answers "Yes" to any of the following questions.

Regulation 23 (1) and (4) of Public Contracts (Scotland) Regulations 2012 sets out mandatory and discretionary grounds on which a bidder may be deemed ineligible to tender.

Criminal convictions and business probity - Mandatory Exclusions

Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed will result in your exclusion from this procurement process or the termination of any subsequent contract that may be awarded to you.

Please indicate if the organisation or its directors or any other person(s) having powers of representation, decision or control of the organisation been convicted of any of the following offences.

24.	Have you, any of your Directors or any other person who has powers of representation, decision or control of your business been convicted of any of the following offences:-	
	(a) The common law offence of conspiracy where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/JHA or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010?	YES/NO
	(b) Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 where the offence leads to active corruption as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of the Council Joint Action 98/742/JHA??	YES/NO

<p>(c) Bribery or corruption within the meaning of sections 68 and 69 of the Criminal Justice (Scotland) Act 2003 where the offence relates to active corruption or bribery within the meaning of sections 1 or 6 of the Bribery Act 2010?</p>	<p>YES/NO</p>
<p>(d) The common law offence of incitement to commit a crime?</p>	<p>YES/NO</p>
<p>(e) Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of–</p> <ul style="list-style-type: none"> (i) the offence of cheating the Revenue; (ii) the common law offence of fraud; (iii) the common law offence of theft or fraud; (iv) fraudulent trading within the meaning of section 993 of the Companies Act 2006 ; (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994 ; (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993 ; or (vii) the common law offence of uttering; (viii) the criminal offence at common law of attempting to pervert the course of justice? 	<p>YES/NO</p>
<p>(f) money laundering within the meaning of the Money Laundering Regulations 2007 or an offence in connection with proceeds of drug trafficking within the meaning of section 49 to 51 of the Drug Trafficking Act 1994?</p>	<p>YES/NO</p>

	<p>(g) any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant state?</p> <p>Note: Failure to disclose information relevant to this section may result in your exclusion from this competition or the termination of any contract that may be awarded to you.</p> <p>Criminal convictions and business probity - Discretionary Exclusions</p> <p>Your tender response may be rejected if the Bidder answers "Yes" to any of the following questions and cannot demonstrate that it has taken the appropriate remedial action.</p> <p>The Authority may decide not to select or to treat as ineligible any bidding organisation on one or more of the following grounds.</p>	
<p>25.</p>	<p>(a) (If you are completing this form as a sole trader) are you or have you ever been bankrupt; or have/had a receiving order or administration order made against you; or made any composition or arrangement with or for the benefit of your creditors; or made any conveyance or assignment for the benefit of your creditors; or appear unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors; or become otherwise apparently insolvent, or are the subject of a petition presented under the law of any other state?</p>	<p>YES/NO/Not Applicable</p>

	(b) (If you are completing this form on behalf of a partnership constituted under Scots law) have you granted a trust deed or have become otherwise apparently insolvent, or are the subject of a petition presented for sequestration of its estate?	YES/NO/Not Applicable
	(c) (If you are completing this form on behalf of a company or other entity within the meaning of section 255 of the Enterprise Act 2002) have you passed a resolution or are you the subject of an order by the court for winding up otherwise than for the purposes of bona fide reconstruction or amalgamation; or have you had a receiver, manager or administrator on behalf of a creditor appointed in respect of the your business or any part thereof; or are you or have you been the subject of proceedings for any of the above procedures or are the subject of similar procedures under the law of any other state?	YES/NO/Not Applicable
26.	Have you been convicted of a criminal offence related to the conduct of your business or profession?	YES/NO
27.	Have you committed an act of grave misconduct in the course of your business or profession?	YES/NO
28.	Have you not fulfilled obligations relating to payment of social security contributions under the law of any part of the UK or of the member state in which you are established?	YES/NO
29.	Have you not fulfilled obligations relating to the payment of taxes under the law of any part of the UK or of the member state in which you are established?	YES/NO
30.	Have you been guilty of serious misrepresentation in providing any information required of you under Regulations 23 to 27 of the Public Contracts (Scotland) Regulations 2012 or have not provided such information in response to a request by the contracting authority?	YES/NO
31.	Are you not licensed in the Member State in which you are established or are you not a member of an organisation in that member State when the law of that member State prohibits the provision of the works to be provided under the contract by a person who is not so licensed or who is not such a member?	YES/NO

If you have answered “Yes” to any of the above discretionary exclusions then please state any remedial action you have taken.
Your responses may be considered by the Authority when deciding on the selection process.

QUESTIONNAIRE D – EXPERIENCE AND QUALIFICATIONS

32.	<p>What are the principal business activities of your organisation? Do you provide services for other Local Authorities/ Public Bodies? If so, please provide details relevant to this project.</p>
33.	<p>To demonstrate specific prior experience, submit a list of three Contracts with which your organisation has had significant involvement in the last 5 years.</p> <p>Please Note: The Council reserves the right to contact any of the end users detailed for references, without further reference to you. Therefore we require that you submit the following information for each project: Organisation/End User, Contact Name, Title, Address, Email, Phone Number, Period of Contract, Approximate Value, description of contract and activities undertaken.</p>
34.	<p>Include a statement describing your company’s staff. List details of qualifications held by managers and employees. Please list those personnel and their relevant experience in similar projects.</p> <p>Particular experience of 3 projects of each staff member to be evident from the CVs and expanded further to ensure evidence of the following:</p> <ul style="list-style-type: none"> • Core Competencies • Specialised Competencies • Public Sector Experience
35.	<p>Please provide documentary evidence of your internal quality system/procedures (If applicable, please attach a copy of the relevant quality assurance accreditation.)</p>

Each of the questions in Questionnaire D shall be scored out of 10 points on the basis of the 0-10 scale below:

0-2	<p>Detrimental Response</p> <p>No or poor evidence of the resources, skills and experience needed to deliver the requirement.</p> <p>The tenderer's response does not demonstrate or contains only a poor demonstration of possessing the reliability, efficiency and quality control standards necessary for delivering a contract of this nature.</p>
3-4	<p>Less than acceptable response</p> <p>Partial evidence only of the resources, skills and experience needed to deliver the requirement.</p> <p>The tenderer's response lacks sufficient demonstration of possessing the reliability, efficiency and quality control standards necessary for delivering a contract of this nature.</p>
5-6	<p>Acceptable response (for generic project)</p> <p>Generally acceptable evidence of the resources, skills and experience needed to deliver generic works of this type, but not this specific requirement.</p> <p>The tenderer's response generally demonstrates the reliability, efficiency and quality control standards necessary for delivering contracts of this type generally, but does not meet the standards necessary for delivery of this requirement given the description of the requirement in Part 4.</p>
7	<p>Acceptable response (relative to the nature of this project)</p> <p>Acceptable evidence of the resources, skills and experience needed to deliver the contract to the standard necessary for this specific requirement.</p> <p>The tenderer's response demonstrates the reliability, efficiency and quality control standards necessary to deliver the contract to the standard necessary for this specific requirement given the description of the requirement in Part 4.</p>
8-9	<p>Excellent response</p> <p>Excellent evidence of the resources, skills and experience needed to deliver the contract to the standard necessary for this specific requirement.</p> <p>The tenderer's response demonstrates that the tenderer possesses or exceeds the reliability, efficiency and quality control standards necessary to deliver the contract to</p>

	the standard necessary for this specific requirement leaving no doubt as to the ability of the tenderer to deliver.
10	<p>World class response</p> <p>Faultless evidence of the resources, skills and experience needed to deliver the contract to the standard necessary for this specific requirement.</p> <p>The tenderer's response engenders total confidence that the tenderer possesses or exceeds the requisite reliability, efficiency and quality control standards necessary to deliver the contract to the standard necessary for this specific requirement.</p>

Tenderers must achieve a score of between 7 – 10 for each question to achieve a Pass for Questionnaire D.

PART 6 – STRUCTURE AND FORMAT OF QUALITY AND PRICING PROPOSALS

6.1 INTRODUCTION

Your response will be used to evaluate and score the different sections of each Proposal received.

It should be noted that the information contained in the Quality submission will be referred to and become part of the Contract.

6.2 QUALITY PROPOSALS

Proposal and Sub Criteria	Scoring	To include details on:
Proposal 1 – Method Statement		
Method Statement	100	Please provide a full method statement for performance of the contract, demonstrating how productivity, timeliness and quality of the operation shall be achieved.
Proposal 2 – Inspection Programme		
Programme	100	Please provide an outline programme for the inspection, repair and maintenance of the existing signs, detailing any constraints, identifying activities/operations, demonstrating a logical sequence and allocating labour and plant resources.
Proposal 3 – Contract Management		
Management and control procedures	60	Overview on proposed procedures to ensure satisfactory management and control of the contract.
Environmental, health and safety matters	40	Overview on ensuring environmental, health and safety requirements are met in a satisfactory manner.

6.2.1 Tenderers are expected to prepare their own quality submissions, no template has been provided. The quality submission should be clear and concise and prepared under the individual headings stated in paragraph 6.2. The quality submission shall contain **no more than 25 pages**. Tenderers are not precluded in their quality submission from discussing the relative individual skills of staff but only in relation to staff members who will be directly involved in the contracts and whose personal attributes will contribute directly to the quality of the outcomes delivered from the contract.

6.3 PRICING PROPOSALS

6.3.1 Preamble

In accordance with Part 2 – General Conditions of Contract, Article 2.11 – Pricing and Payment, the rates and prices detailed herein shall include all costs and fees associated with the performance of the Contract (including but not limited to labour costs, parts, materials, delivery, certification, documentation, taxes, management and reporting costs, expenses, mileage, travel time and travel costs/expenses, insurances, warranties etc.) and shall remain fixed and firm for the duration of the Contract. The rates and prices shall be expressed in pounds sterling (£) and be exclusive of Value Added Tax (VAT).

6.3.2 Schedule of Rates and Prices

Item No	Description	Unit of Measure	Price (£)
1.	Annual Maintenance Inspection of @ 185 Electronic Signs as detailed in Part 3 - Specification	Per Annum	
2.	Decommissioning of operational signs (disconnection, removal and storage)	Per Site	
3.	Decommissioning of non-operational signs (disconnection, removal, storage and disposal)	Per Site	
4.	Emergency/Unscheduled Call Out Fee (inclusive of all costs excl parts)	Per Call Out	
5.	Cost per additional site visited under Item 4 above (inclusive of all costs excl parts)	Per Site	
6.	Supply, installation and commissioning of Solar Powered Sign as per specification in Appendix B.	Ea	

6.3.3 Spare Parts

Contractor shall provide a List of Spares anticipated to be utilised within the potential repair of any signs. These rates and prices shall remain fixed and firm for the duration of the Framework Contract.

Description	Price (£)	Standard Lead Time
		(expand as necessary)

PART 7 - HEALTH, SAFETY & ENVIRONMENT QUESTIONNAIRE

1. Name of the person responsible for Health, Safety, Welfare and Environment within your Company
:

2. How long has this person been employed by you?(years)

3. What Health & Safety Qualifications does this person hold
.....

4. If you use the services of an external Health & Safety Consultant, please provide

Name,

AddressTel.No.....

Qualifications.....

5. Name of the person responsible for Training within your Company:
.....

6. How long has this person been employed by you?(years)

7. Name and designation of the person responsible for the implementation of your Health and Safety Policy?
.....

8. If your Company is required by law to have a Health and Safety Policy, copies of the following documents must be attached:

8.1 Health and Safety Policy

8.2 Health & Safety Training Policy

8.3 Example of Health & Safety Qualifications held by Managers, Supervisors and employees.

8.4 Written Safety Procedures

8.5 Details of the reportable accidents within your company over the past three (3) years.

If you have not provided any of the documents above, please supply the necessary information here to explain the omission.

.....
.....
.....

9. Please indicate the methods that you use to assess your sub-contractor's attitudes and performance with regard to Health and Safety:

.....
.....
.....

10. Does your organization provide Site Induction Training prior to the job commencing
YES / NO

11. Are employees required by your organization to hold a CITB CSCS card
YES / NO

12. Are all employees assessed by you in respect of their competency
YES / NO

13. Please outline your Company's methods of controlling on-site safety performance of :

a) Own Employees

.....
.....

.....
b) Contractors engaged/appointed by your organization
.....
.....
.....

13. Has your company been subjected to any legal actions, HSE enforcement notices (prohibitions or improvements) and/or been involved with any major reportable accidents/incidents during the previous three years?

YES / NO

15. If the answer to question 14 is YES, please supply full details and report any significant actions taken by your Company to resolve these matters:

.....
.....
.....
.....

16. Please provide any further information which you feel may affect the assessment of your Health & Safety capability:

.....
.....

Name : _____
Signature : _____
Designation : _____
Name of Company : _____
Date : _____

ARGYLL AND BUTE COUNCIL

FORM A

NON COLLUSION CERTIFICATE

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted 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 undertake that we will not do at any time before the returnable date for this tender any of the following acts:-

- (a) communicating to any person the amount or approximate amount of the tender herewith submitted;
- (b) entering into any agreement or arrangement with any person that he /she shall refrain from tendering or as to the amount of any tender to be submitted; and
- (c) offering or paying or giving or agreeing to pay or give any sum of money or 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 said work any act or thing of the sort described above.

In this certificate, the word "person" includes any persons and any body or association, corporate or incorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, whether legally binding or not.

I/we acknowledge that Argyll and Bute Council will be entitled to cancel the Contract and to recover from the Contractor, the amount of any loss resulting from such cancellation if the Contractor or his representative (whether with or without the knowledge of the Contractor) shall have practised collusion in tendering for the contract or any other contract with Argyll and Bute Council or shall have employed any corrupt or illegal practices either in the obtaining or execution of this Contract or any other contract with Argyll and Bute Council.

Name :

Signed :

Designation :

On behalf of :

Date :

NOTE : THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER.

ARGYLL AND BUTE COUNCIL
FORM B
EQUAL OPPORTUNITY IN EMPLOYMENT CERTIFICATE

1. In the last three years, has any finding of unlawful discrimination been made against your organisation by any court or industrial tribunal?

YES NO

2. In the last three years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission on grounds of alleged unlawful discrimination?

YES NO

3. If the answer to question 1 is in the affirmative or, in relation to question 2, the Commission made a finding adverse to your organisation what steps did you take in consequence of that finding?

4. Is your policy on equal opportunities set out - (please tick as appropriate)

(a) in instructions to those concerned with recruitment, training and promotion; YES NO

(b) in documents available to employees, recognised trade unions or other representative groups of employees; YES NO

(c) in recruitment advertisements or other literature? YES NO

5. Do you observe as far as possible the Equality and Human Rights Commission's Equality Act Codes of Practice in relation to equal opportunities in force from time to time?

YES NO

Before entering a contract, Argyll and Bute Council requires confirmation from Contractor, in writing that, to the best of their knowledge and belief, they have complied with all statutory requirements in respect of ensuring equal opportunity in employment.

I/We undertake to comply with the Equality Acts 2006 and 2010 and other relevant or equivalent legislation or any statutory modification or re-enactment thereof and Guidance Notes relating thereto.

I/We hereby confirm my/our compliance with the foregoing.

Name : _____

Signed : _____

Designation : _____

On behalf of : _____

Date : _____

ARGYLL AND BUTE COUNCIL

FORM C

DOCUMENTS RECEIVED

The Tenderer shall indicate below with a tick, that all documents relevant to this contract have been received.

- Form of Tender (Page 3)**
- Part 1: Invitation and Instructions to Tenderers (Page 4-7)
- Part 2: General Conditions of Contract (Page 8-19)
- Part 3: Specification (Page 20-25)
- Part 4: Tender Assessment and Evaluation (Page 26-28)
- Part 5: Response Section (Page 29 – 40)
- Part 6: Structure and Format of Quality & Pricing Proposals (p41 – 43)
- Part 7: HS&E Questionnaire (Page 44 – 46)
- Form A: Non Collusion Certificate (Page 47)
- Form B: Equal Opportunity in Employment Certificate (Page 48)
- Form C: Documents Received (Page 49)
- Form D: Form for Proposed Amendments (Page 50)
- Form E: Tender Compliance Certificate (Page 51)
- Part 8: Submission Checklist (Page 52)
-

Name : _____

Signature : _____

Designation : _____

Name of Company : _____

Date : _____

NOTE : THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER.

ARGYLL AND BUTE COUNCIL

FORM D

FORM FOR PROPOSED AMENDMENTS

In accordance with clause 1.10 of the General Conditions of Contract the Tenderer must enter on this sheet any clause, condition, amendment to specification or any qualification the Tenderer may wish to make conditional to this offer.

If there is insufficient space on this page for all entries the Tenderer would wish to make the Tenderer may submit additional pages as required. Any additional pages must be clearly marked "FORM FOR PROPOSED AMENDMENTS" and must bear the name, schedule number and period of the tender. Further the signing particular, as outlined below, must be included on any additional page.

Name : _____
Signature : _____
Designation : _____
Name of Company : _____
Date : _____

NOTE : THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER.

ARGYLL AND BUTE COUNCIL

FORM E

TENDER COMPLIANCE CERTIFICATE

I/We hereby certify that no alteration, amendment nor qualification to the tender document as issued has been made other than as stipulated in the following FORM FOR PROPOSED AMENDMENTS.

Name : _____
Signature : _____
Designation : _____
Name of Company : _____
Date : _____

NOTE : THIS CERTIFICATE MUST BE SIGNED AND COMPLETED BY THE TENDERER AND RETURNED WITH THE TENDER.

PART 8 – SUBMISSION CHECKLIST

FRAMEWORK CONTRACT: SUPPLY, MAINTENANCE AND REPAIR OF ELECTRONIC AND VEHICLE ACTIVATED SIGNS

1	<i>Form of Tender</i>
2	<i>Alternative Proposals – Part 1, Article 1.11.1</i>
3	<i>Part 4 – Tender Assessment and Evaluation</i>
4	<i>Part 5 – Response Section</i>
5	<i>Part 6 – Structure and Format of Quality and Pricing Proposals</i>
6	<i>Part 7 – Health, Safety and Environment Questionnaire</i>
7	<i>Form A – Non Collusion Certificate</i>
8	<i>Form B – Equal Opportunity in Employment Certificate</i>
9	<i>Form C – Documents Received</i>
10	<i>Form D – Form for Proposed Amendments</i>
11	<i>Form E – Tender Compliance Certificate</i>

Where insufficient space is provided within the Tender document for a full response to any questions etc, then supplementary sheets/documentation may be attached to the Tender return – such materials must be clearly marked with the name of the organisation and the section of the Tender that it relates to.

The Tenderer should similarly ensure that any separate evidence/information requested is attached and suitably labelled to identify Tenderer.