



INVITATION TO TENDER

**for the Management Spelthorne Borough
Council's Markets**

1. Purpose

- 1.1 The Purpose of this ITT is to obtain formal tenders from interested Tenderers to be evaluated by the Council with the aim of appointing a Tenderer to manage all of Spelthorne Borough Council's markets in the Borough.

2. Definitions & Interpretation

2.1 In this Invitation to Tender the following words shall have the following meanings:

Contract	Means the contract to be entered into between the Council and the successful Tenderer substantially in the form of contract annexed to this ITT
Contract Documents	Means the Contract, the ITT and the Specification and all schedules and appendices thereto
Council	Means Spelthorne Borough Council
General Market	Means a market selling a range of goods usually found within a market including but not limited to items such as luggage, watch batteries, cards & wrapping paper, pet products and clothing
ITT	Means this Invitation to Tender
Markets	Means either General Markets and/or Specialist Markets
Service	Means the management of all of Spelthorne Borough Council's markets in accordance with the Specification and Contract
Specification	Means the specification for the delivery of the Services annexed to this ITT at appendix 1
Specialist Markets	Means such markets as a farmers market, a

market selling goods from a specific county (continental markets), a market selling craft goods, a market selling antiques or a market selling Christmas products and presents.

Tenderer shall include any person to whom the ITT is addressed and any person who proposes to or does submit a Tender for the Services

Tender Documents Means the Tender Form together with all other documents listed at clause 10.5 and all other documents submitted by the Tenderer as part of their tender

Tender Form Means the tender form attached to this ITT at schedule 1

- 2.2 Except where the context otherwise requires word denoting the singular meaning shall include the plural meaning and vice versa and wording denoting any gender shall include the other gender
- 2.3 Any reference to a schedule of clause shall unless the contrary is specified be a reference to the corresponding schedule or clause of this ITT

3 Confidentiality & Disclaimer

- 3.1 The information contained in this ITT is confidential. Save as specifically permitted in writing by the Council, neither this document nor any information in this ITT may be copied, reproduced, distributed or otherwise made available to any person. All information provided will be subject to the requirements of the Freedom of Information Act 2000.
- 3.2 Whilst the information in this ITT has been produced in good faith, it does not purport to be comprehensive or to have been independently verified. Neither the Council, nor any of its advisors accept responsibility or liability for the adequacy, accuracy or completeness of the ITT, nor will they make any representation or warranty, expressed or implied, with respect to such information or to the information on which this ITT is based; nor with respect to any information (written or oral) made or to made available to any interested Tenderer or their

professional advisors. Any liability other than that due to statements made fraudulently therefore are hereby expressly disclaimed.

- 3.3 Each Tenderer to whom this ITT is made available should make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine their interest in the Service.
- 3.4 Nothing in this ITT or in any written or oral information provided to the Tenderers should be relied upon as a promise or representation as to the future.

4 Background

- 4.1 The Council is one of eleven district councils within the Surrey County and together with Surrey County Council they provide local government services to over one million people.
- 4.2 The Council came into operation on the 1 April 1974 following the amalgamation of two Urban District Councils for Staines and Sunbury. The Council's offices are based at Knowle Green, Staines and has it has a number of community facilities situated across the borough.
- 4.3 Overall 39 Councillors elected every four years determine Council policy and strategy and they represent 13 wards within the borough. The Council has adopted executive arrangements for decision making, details of which can be obtained on the Council's website www.spelthorne.gov.uk. All of the Council, Executive and Committee meetings are open to the public (subject to exclusions) and agendas and minutes are again available on the Council's website.
- 4.4 Overall responsibility for administering the Council's business lies with its Chief Executive and two Deputy Chief Executives. The main aim of the Council is to provide efficient, value for money and responsive services to local residents and businesses. The Council at present has four main priorities Making Spelthorne Safer, Engaging Younger People, Making Spelthorne as Better Place and Improving Customer Satisfaction with Spelthorne's Services.
- 4.5 Spelthorne lies approximately 15 miles south west of Central London. It is bounded by Heathrow Airport to the north, the River Thames to the south and London Boroughs to the east, while the M25 runs close to its western boundary. Its main towns are Ashford, Shepperton, Staines, Stanwell and Sunbury. Staines is the main commercial centre.

- 4.6 It is a relatively small but quite densely populated Borough with an area of 5,118 ha and a population of 90,390 (2001 Census). Spelthorne's population is slightly older and its average household size slightly smaller, compared with the national average. The ethnic minority population is small (5.7%). Of the total population, 66,451 (73.5%) were aged between 16 and 74, and of these 48,310 (72.7%) were economically active (this includes those who were unemployed at the time of the census but were actively seeking employment). This rate of economic activity in Spelthorne is the third highest when compared to other Surrey authorities and is higher than all adjoining local authorities, apart from Richmond. It is above the average for South East England and the Country as a whole.
- 4.7 Spelthorne's economy includes a significant number of industrial estates distributed throughout the Borough. In comparison with other Surrey Districts Spelthorne still has a relatively large amount of industrial floorspace. The Borough is also a significant centre for warehouse floorspace, particularly for airport-related warehousing close to Heathrow. Office employment has grown, with a particular focus on Staines town centre, although total floorspace is still below average for the Surrey Districts.
- 4.8 The biggest sector of employment by industry is transport, storage and communications, which accounts for 19.3% of the Borough's workforce. This undoubtedly reflects the influence of Heathrow and airport related industries.
- 4.9 In recent years Staines, the largest town centre in the Borough, has been the focus of substantial office and retail development. In October 1999, the first phase of the Two Rivers shopping development, to the north of Staines High Street, was officially opened. This comprised 12 larger stores (including a Waitrose foodstore of 2,325 m² net), 13 smaller units, several restaurants and parking for over 700 cars. The second phase known as Tilly's Lane was completed in 2002 and provided a multi-screen cinema complex, seven retail units, further A3 floorspace and additional parking for 300 cars. The whole scheme has a gross floorspace of some 22,600m².
- 4.10 The Elmsleigh Centre in Staines, which is the only large covered shopping centre in the Borough was refurbished in 2004 – 2005 and involved a facelift to the main High Street entrance and the internal mall. It has a gross floor space of approximately 23,410 m². Further extensions to the centre are planned.

- 4.11 The Council has traditionally only had one market in the borough in Staines Town Centre. Staines Market was established under the Staines Town Hall and Market Act 1872 and was originally located in the market square. It remained in this location until the Town Hall was sold and the High Street pedestrianised in approximately 2001, where it was relocated to the new pedestrianised area.
- 4.12 At present there is a General Market in Staines High Street on a Wednesday and Saturday and there are occasional Specialist Markets in the same location on various other days of the week.

5 Services required

- 5.1 The Council is seeking tenders for a company or organisation to operate and manage on behalf of the Council in accordance with the terms of the Contract the following markets:
- 5.1.1 A General Market in Staines High Street on Wednesdays and Saturdays
- 5.1.2 In addition to the above such Specialist Markets in Staines High Street on such dates as the Council require (not less than 28 days notice to be given). No more than 12 per year will be required.
- 5.2 The Council is considering operating additional General Markets and Specialist Markets in two other towns of the borough (Ashford and Shepperton) and perhaps an additional General Market in Staines High Street (most likely to be a Friday) or Specialist Markets and/or General Markets in other parts of Staines Town Centre. The company or organisation will also be required to operate these as requested by the Council. No more than 8 Markets per year will be required in Ashford and Shepperton. If other Markets are required in other parts of Staines Town Centre these will not be on the same days as the Markets specified under clause 5.1 above.
- 5.3 To commence the operation of the Markets specified in clause 5.2 above the Council is likely to have to undertake public consultation and may require consent from third parties. If the Council did require these markets at least 3 months notice in writing would be given of this intention and thereafter 28 days notice would be given to hold any such Market.

6 Procurement timetable

- 6.1 The indicative timetable for this procurement is shown below:

KEY STAGE	DATE
Advertisement placed in OJEU and Market Trader	May 2008
Return of Tenders	June 2008
Clarification and Evaluations	July 2008
Award Contract	September 2008
Start of Contract	October 2008

7 Procurement Team & Contacts

7.1 The following named persons form the Council's procurement team for this tender:

NAME	POSITION	ROLE IN PROCUREMENT/PROJECT
Nigel Lynn	Deputy Chief Executive	Project Sponsor
Alistair Corkish	Systems Accountant & Insurance Officer	Project Manager
Steve Connor	Head of Direct Services	Service advisor/Authorised Officer under the Contract
Victoria Monk	Principal Solicitor	Legal advisor

7.2 All enquiries, requests for information an/or clarification must be made in writing and be sent to the Project Manager by 11 June 2008 at the following address:

Alistair Corkish, Financial Services, Spelthorne Borough Council, Knowle Green, Staines,
TW18 1XB.

8 Management of the procurement process

8.1 The Council will conduct the procurement process in such a way as to ensure:

8.1.1 Value for money

8.1.2 Probity and accountability in the procurement process is achieved

8.1.3 Compliance with the Public Contracts Regulations 2006

8.2 To ensure compliance with the above the procurement will be conducted in accordance with the following principles:

8.2.1 All Tenderers should note that they may take into account only written information and instructions from the Project Manager.

8.2.2 Clear records will be kept of all information requested and all information and instructions issued.

8.2.3 The confidentiality of commercially sensitive information divulged by Tenderers will be respected and used only for the purpose for which it was provided (subject to the provisions of the Freedom of Information Act 2000).

8.2.4 This document is intended to be as complete as possible and to provide essential information.

8.2.5 Tenderers should seek to clarify any points of doubt or difficulty before submitting their tender. Tenders will be considered on the basis that all investigations and enquiries have been exhaustively completed. Detailed questions should be submitted in writing to the Project Manager and these and their answers may at the Council's discretion be sent to all Tenderers. Details of the questions and responses may at the Council's discretion be displayed on the Council's website

8.2.6 Any Tenderer may be disqualified who:

8.2.6.1 is bankrupt or is being wound up, whose affairs are being administered by the Court, who has entered into an arrangement with creditors or who is analogous situation arising from a similar procedure under national laws and regulations;

- 8.2.6.2 is subject to proceedings for a declaration of bankruptcy, for an order for compulsory winding-up or administration by the court or for an arrangement with creditors or is the subject of any other similar proceedings under national laws and regulations;
- 8.2.6.3 has been convicted of an offence concerning his professional conduct by a judgement which has force of res judicata;
- 8.2.6.4 has been guilty of grave professional misconduct proven by any means which the Council can justify;
- 8.2.6.5 has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the Country in which the organisation is established or those of the country of the Council; or
- 8.2.6.6 is guilty of serious misrepresentation in supplying the information required under the provisions of the directive on the criteria of qualitative selection.

9 Site Visits

- 9.1 Tenderers should familiarise themselves with the town where the Markets will or may take place. Tenderers are requested to be sensitive to the contractor and the staff currently managing the Markets and to the public.

10 Conditions of Tender

- 10.1 The Tenderer is required to complete and provide all information in accordance with the conditions set out below. Failure to comply with these conditions may lead to the Council rejecting a Tender.
- 10.2 Tenders must be submitted on Tender Form properly completed. No other additions or alterations to the Contract Documents are permitted without the consent of the Project Manager. If unauthorised alterations or additions are made or if the directions of the Project Manager are not fully complied with, the tender may be rejected by the Council, whose decision on the matter is final.
- 10.3 Tenderers should ensure that they fully complete the tender documentation.

- 10.4 Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.
- 10.5 Tenders must also be accompanied as appropriate by:
- 10.5.1 the **Tender Form** – Tender Document 1
 - 10.5.2 a **Collusive Tendering Certificate** - Tender Document 2 confirming that the Tenderer has not engaged in Collusive Tendering;
 - 10.5.3 a **Non-Canvassing Certificate** - Tender Document 3 confirming that the Tenderer has not canvassed any Member or Official of the Council;
 - 10.5.4 an **Organisation and Method of Working Statement** – Tender Document 4 - this method statement should describe the overall service delivery strategy, describing how the requirements within the Specification will be delivered. The method statement should include the following key areas:
 - 10.5.4.1 staffing structures including working hours and cover and qualifications;
 - 10.5.4.2 vehicles and plant to be used; and
 - 10.5.4.3 the Stall type, size, replacement and repairs procedures.
 - 10.5.5 **Environmental/Sustainability Policies** – Tender Document 5
 - 10.5.6 **Health and Safety Policy** - Tender Document 6
 - 10.5.7 **Customer Care Policy** – Tender Document 7
 - 10.5.8 **Employment Policies** (including equal opportunities policy) – Tender Document 8
 - 10.5.9 **Health and Safety Questionnaire** – Appendix 5
 - 10.5.10 **Three References** with details on capability to provide the services.
- 10.6 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their Tenders. The Council will not be responsible for or pay any expenses or losses incurred by any Tenderer or prospective Tenderer in the preparation of their Tender.
- 10.7 All contract documents requiring a signature must be signed:
- 10.7.1 where the Tenderer is an individual, by that individual and must also be witnessed;
 - 10.7.2 where the Tenderer is a partnership, by two duly authorised partners and must also be witnessed;
 - 10.7.3 where the Tenderer is a company, by the Director and Secretary or authorised officer on behalf of the Company.

- 10.8 Where the document is required to be signed, they should be signed and then electronically scanned and sent electronically with the tender.
- 10.9 The Council may accept a tender other than the lowest, or any item or items from a tender or accept no tender at all.
- 10.10 The successful Tenderer and unsuccessful Tenderers will be notified in writing.
- 10.11 Tenders must be submitted electronically to tenders@spelthorne.gov.uk not later than 12 noon on the 25 June 2008. No extension of time will be permitted unless requested in writing and approved by the Project Sponsor. The extension shall apply to all Tenderers. The electronic documents should either be in PDF format (including copies of signed documents) or equivalent.
- 10.12 All bids must be submitted in English and priced in Stirling. Prices submitted are to be exclusive of VAT.
- 10.13 Tenderers may be required to demonstrate their ability to provide the Services.
- 10.14 The Council will conduct this tender process in accordance with its Contract Standing Orders for Contract. Tenderers are required to comply with the applicable provisions. A copy of this document is available on the Council's website.
- 10.15 Tenders may be disqualified if they do not comply with the above.
- 10.16 Tenders should remain valid for a period of six months.

11 Canvassing

- 11.1 Any Tenderer who directly or indirectly canvasses any member or official of the Council concerning the award of the Contract for the provision of the Services shall be disqualified.
- 11.2 Tenderers should state whether any councillors or officers of the Council have any direct or indirect interest in their business.

12 Collusive Tendering

12.1 Any Tenderer who:

12.1.1 fixes or adjusts the amount of his Tender by, or in accordance with, any agreement or arrangement with any other person; or

12.1.2 communicates to any person, other than the Council, the amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations or insurance necessary for the preparation of the Tender); or

12.1.3 enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or

12.1.4 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or have caused to be done in relation to this or any other Tender or proposed Tender for the Services,
shall be disqualified

12.2 The Council reserves the right to recover from the Tenderer the amount of any loss resulting from such cancellation, if the Tenderer shall have 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 forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Tenderer), or if in relation to any contract with the Council, the Tenderer or any person employed by him or acting on his behalf shall have committed any 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 Section 117(2) of the Local Government Act 1972.

13 Tender Contents

13.1 The Tenderer in submitting his tender warrants and represents to and undertakes with the Council that:

13.1.1 he has complied in all respects with the conditions of tendering;

- 13.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or his employees in connection with the Tender Documents are true, complete and accurate in all respects;
- 13.1.3 he has not submitted a tender or entered into the Contract in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Council other than those contained in the Contract Documentation supplied by the Council to the Tenderer prior to the submission of the Tender;
- 13.1.4 they have full power and the authority to enter into the Contract and carry out the Services;
- 13.1.5 they are of sound financial standing and has sufficient working capital available to carry out the Services in accordance with the Contract for the entire duration of the Contract period.
- 13.1.6 In evaluating financial capacity the Council may look at the following information to see if the requirements are met; (a) appropriate financial statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance; (b) the presentation of balance-sheets or extracts from balance sheets, where publication of the balance sheet is required under the law of the country in which the Tenderer is established; (c) a statement of the Tenderer's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of three financial years available depending on the date on which the Tenderer was set up or started trading, as far as the information on these turnovers is available; and (d) the last year end financial statement.

14 Parent Company Guarantee

- 14.1 The Council may require the company or organisation to provide a parent company guarantee.

15 Transfer of Undertakings

- 15.1 The provisions concerning the Transfer of Undertakings (Protection of Employment) Regulations 2006 are detailed in appendix 3.

16 Appeals

- 16.1 The Council will incorporate a minimum 10 calendar day standstill period at the point information of the award of the Contract is communicated to Tenderers. This period allows for unsuccessful Tenderers to seek further debriefing from the Council before the Contract is entered into. Tenderers have two working days from the notification of the award decision to request additional debriefing and that information has been provided within a minimum of three working days before the expiry of the standstill period. Such additional information should be requested from Alistair Corkish whose contact details are given in this ITT.
- 16.2 If an appeal regarding a contract has not been successfully resolved the Public Contracts Regulations 2006 (SI 2006 no. 5) provide for aggrieved parties who have been harmed or are at risk of harm by a breach of the rules to take action in the High Court (England, Wales and Northern Ireland). Any such action must be brought promptly (generally within 3 months). Where a contract has not been entered into the Court may order that setting aside of the award decision or order the Council to amend any document and may award damages. If the contract has been entered into the Court may only award damages.

17 Evaluation

Tenders will be evaluated on the basis of the most economically advantageous offer to the Council. Guidance on the evaluation criteria to be used is set out below, not necessarily in the order of importance:

Evaluation Area	Description
Price	The price of the management fee to be charged to the Council for all four elements on the Contract.
Stalls	The quality and style of stalls to be provided and the maintenance and cleaning of them. Provisions of the erection and striking and arrangements for storage.
Cleansing	The proposals for keeping the market area clean, tidy and clear from litter. The proposals for the clearing the sites after the Markets have finished for the day.
Staffing Arrangements	The proposed management and staffing arrangements to meet the requirements of the Specification. Staff training,

staff supervision, staff number, staff cover and contact provisions.

Customer Care

Customer Care policies and procedures is place.

Goods

The type of goods encouraged to be sold. Policies for checking illegalities, procedures for maintaining a balance of commodities and procedures for managing display of the goods.

Health and Safety

Health and Safety Policies in place and how these are used in practice to maintain the health and safety of the market. This will be undertaken in reference to HSG65 as detailed in the Health And Safety Questionnaire at Appendix 5

Marketing

The proposed marketing strategy for the Markets. Means of advertisement and promotion.

Financial

The financial stability of the company or organisation.

**SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets**

**TENDER DOCUMENT 1
TENDER FORM**

The Tenderer must submit the tender on the basis of the management fee being a percentage of the income received from the Markets. The Pitch Fees for the first year of the Contract will be: General Market, Staines High Street, Wednesday £2,000 (+ VAT) per annum for a Pitch Licence; General Market, Staines High Street, Saturday £2,250 (+ VAT) per annum for a Pitch Licence; General Market, Staines High Street, Wednesday £43 (+ VAT) per day for a Casual Licence; and General Market, Staines High Street, Saturday £48 (+ VAT) per day for a Casual Licence. The Pitch Fees for the other markets will be set by the Council prior to their operation and the price will be discussed with the Contractor.

Having examined the Specification for the above-mentioned Services, we offer to perform, and provide the whole of the said Services to the Council's reasonable satisfaction over the term of the Contract for the sum set out below or such other sums as may be ascertained in accordance with the Tender Documents

Please complete all of the following:

**STAINES HIGH STREET GENERAL MARKET –
WEDNESDAY AND SATURDAY**

%

STAINES HIGH STREET SPECIALIST MARKET

%

**STAINES – OTHER LOCATIONS GENERAL MARKETS
& SPECIALIST MARKETS**

%

**ASHFORD & SHEPPERTON GENERAL MARKETS &
SPECIALIST MARKETS**

%

**STAINES HIGH STREET - ADDITIONAL GENERAL
MARKET DAY**

%

All prices will be inclusive of travelling and other expenses unless otherwise stated.

All prices exclude VAT

We have also completed the Tender Documents.

We undertake perform Services comprised in the Contract to the standard required by the Contract to the best of our ability.

We understand that you are not bound to accept the lowest or any Tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company
.....
.....
.....

Please see the Conditions of Tender as to signature and method. If in a representative capacity (e.g. Director, agent) please state such capacity.

No tender received after the date and time fixed for final receipt of Tenders will be considered except in exceptional circumstances.

SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 2

CERTIFICATE

In recognition of the principle that the essence of Tendering is that the client shall have received bona fide competitive Tenders from all those tendering WE CERTIFY THAT:-

1. The Tender submitted herewith is a bona fide Tender intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tenders any of the following acts:-
 - a) communicating to a person other than the person calling for these Tenders the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain premium quotations required for the preparation of the Tender);
 - b) entering into any agreement or arrangement with any other person that he will refrain from tendering or as to the amount of any Tender to be submitted;
 - c) offering or paying or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

In this Certificate:-

1. "Person" includes any person and any body or association corporate or incorporate.
2. "Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company
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.....
.....

SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 3

CERTIFICATE

CANVASSING

We certify that we have not canvassed or solicited any Member, Officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf has done any such act.

We undertake that we will not in the future canvas or solicit any Member, Officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by us or acting on our behalf will do any such act.

In this Certificate:-

“Person” includes any person and any body or association corporate or incorporate.

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company
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.....
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SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 4

ORGANISATION AND METHOD OF WORKING

The Tenderer may set out below an illustration of his proposed management, supervisory and administrative structure and give details of the way in which he will organise his workforce to carry out the Services for which he is tendering (Please use separate sheets if required).

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company

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.....

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SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 5
ENVIRONMENTAL/SUSTAINABILITY POLICIES

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company
.....
.....
.....

SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 6
HEALTH AND SAFETY POLICY

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company

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SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 7
CUSTOMER CARE POLICY

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company

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SPELTHORNE BOROUGH COUNCIL
Management Spelthorne Borough
Council's Markets

TENDER DOCUMENT 8
STAFF POLICIES

Tenderer's Signature

Print Name(s) in full

Dated this Day of2008

Name and Address of Company

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**APPENDIX 1
SPECIFICATION**

See separate download

APPENDIX 2
CONTRACT CONDITIONS

See separate download

APPENDIX 3 TRANSFER REGULATIONS

Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”)

1. The Contract contains the contractual provisions concerning TUPE. These have been drafted on the basis that TUPE applies. Contractors need to obtain independent advice on whether they consider these regulations to apply to the Contract.
2. If TUPE applies these regulations provide that those employees who are employed by Hughmark International (the current management company) in the provisions of the Services at the Commencement Date will transfer to the employment of the Contractor.
3. The Contractor is required to include with their Tender confirmation of whether or not they agree with the Council’s view that TUPE applies.
4. If the Contractor is of the view that TUPE does not apply this will be taken into consideration in the evaluation.
5. Full details of the employees and their terms and conditions are available on request. The information is up to date as at 12 May 2008 and will be updated 21 Business Days prior to the Commencement Date. Contractors should make their own enquiries and satisfy themselves as to whether this information is accurate. No warranty or undertaking is given by the Council in relation to this matter.
6. The Council accepts the principles set out in the ODPM circular 3/2003 (as amended) headed “Valuing the Workforce” and the Contractor’s tender should demonstrate how they intend to comply to ensure that all those persons employed in and about the services are suitably qualified, skilled, motivated and their terms and conditions reflect this.

APPENDIX 4
MARKET REGULATIONS

See separate download

APPENDIX 5

HEALTH & SAFETY QUESTIONNAIRE

SPELTHORNE BOROUGH COUNCIL
CONTRACTORS APPRAISAL QUESTIONNAIRE

Health, Safety and Fire

This form **must** be completed and returned by the tenderer. Further advice regarding completion of the form can be obtained from Stuart Mann, Corporate Health and Safety Officer, Spelthorne Borough Council.

The Health and Safety at Work etc Act 1974 places a responsibility on Spelthorne Borough Council to ensure, so far as is reasonably practicable, that persons engaged by them to carry out work on Spelthorne premises or on Spelthorne's behalf are competent in fire, and health and safety matters and will work in a safe manner without risks to others.

If your company has a health and safety specialist it is advisable that they are involved in the completion of this form.

Appraisal of the contractor's standards of health, safety and fire precautions is an essential part of the tender evaluation process and receives due weighting.

Please use continuation sheets where necessary. Certain documents are required to be attached to this form in addition to answering the questions. Your application will be appraised against the minimum standards set out in HSG65 - Successful Health and Safety Management, available from HSE Books or good book shops ISBN 0717612767.

HSG 65 details the basic requirements of a safety management system and the core components that make up the processes involved, areas included are:

Policy	Effective Health and Safety Policies set a clear direction for the organisation to follow
Organising	An effective management structure and arrangements are in place for delivering the policy
Planning	There is a planned and systematic approach to implementing the health and safety policy through an effective health and safety management system
Measuring Performance	Performance is measured against agreed standards to reveal when and where improvement is needed
Audit and Reviewing Performance	The organisation learns from all relevant experiences and applies the lessons

Stuart Mann
 Health and Safety Officer

Telephone: 01784 446270

CONTRACTORS APPRAISAL QUESTIONNAIRE

NAME OF CONTRACTOR.....

ADDRESS

.....

NAME OF CONTACT.....

POSITION.....

TELEPHONE NUMBER.....

TYPE OF WORK ACTIVITY.....

NUMBER OF EMPLOYEES (incl. part-time).....

DATE OF COMPLETION OF THIS FORM.....

THIS COMPLETED QUESTIONNAIRE RELATES TO :
.....**CONTRACT**

OR

**IS A GENERIC STATEMENT TO COVER THE FOLLOWING TYPE OF WORK
(PLEASE GIVE DETAILS)**
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SECTION A – HEALTH AND SAFETY POLICY

1. Company Policy

- a. Does your company have a Health and Safety Policy Document? **Yes/No** (If **Yes**, please attach a copy).
- b. Who has overall and final responsibility for Health and Safety matters in your organisation?
Name..... Position.....
- c. Who is the most senior person in your organisation responsible for this policy being carried out on-site where your employees are working?
Name..... Position.....

2. Availability of Policy Statements to Employees

- a. **Itemise the methods by which you have drawn your Policy Statement to the attention of all your employees.**

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b. What are your arrangements for advising employees of changes in the Policy?

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3. Arrangements (Company Manuals)

a. Do you have a Company Safety Manual or Operations Manual with relevant sections on safety which describes in detail your Company approved safe working practices relating to your work activities? Yes/No (If yes, please provide a copy for evaluation and return).

b. Gives details of compliance with the Management of Health and Safety at Work Regulations. (Attach two examples of risk assessments carried out under the above regulations which are relevant to this type of work.)

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c. Give details of compliance with the Control of Substances Hazardous to Health Regulations (COSHH). (Attach two examples of assessments carried out under the above Regulations.)

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- d. Give details of compliance with the Regulatory Reform Fire Safety Order (Attach two examples of assessments carried out under the above Regulations.)**

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SECTION B – MANAGEMENT AND SUPERVISION

4. Management and Supervision of Work Activities Away from your base

a. **What arrangements does your company have for the supervision and monitoring of the safety of premises, sites and other locations where your employees are working?**

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b. i) **What arrangements does your company have for passing on any results and findings of this supervision and monitoring to your base management?**

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ii) **What arrangements does your Company have for passing on any results and findings of this supervision and monitoring to your site employees?**

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c. **How do you ensure that the working practices and procedures used by your employees on-site are consistently in accordance with your Health and Safety Policy Manual?**

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5. Training of Managers/Supervisors/Senior Site Staff/on-Site Operatives

a. **Have the managers and supervisors at all levels who will plan, monitor, oversee and carry out the work, received formal Health, Safety and Fire training in their respective responsibilities with**

respect to conducting work safely? Yes/No (If Yes, please attach details and describe the content).

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b. Do you provide health, safety and fire training for on-site operatives in order that they may carry out their work safely and without risk to others? Yes/No (If yes, please attach details and describe the content)

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SECTION C – TRAINING – GENERAL AND SPECIALISED

6. General Safety and Fire Safety Training

a. What arrangements does your company have to ensure new employees have knowledge of basic health, safety and fire issues and to keep this knowledge up-to-date?

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b. What arrangements does your company have to ensure new employees have been instructed and have received information on any specific hazards arising out of the nature of your activities? (If training is provided in-house please attach details).

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7. Specialised Training

a. Have you identified areas of your Company’s operations where specialised training is required to deal with potential dangers? Yes/No (If yes, please itemise and provide details of training given.)

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SECTION D – ELECTRICAL CONTRACTORS (If no electrical works are to be undertaken by the contractor put “not applicable”)

8. **Qualifications and References (If no electrical works are to be undertaken by the contractor put “not applicable” and strike through sub-paragraphs.**

a. **Is your company NIC, EIC, and /or ECA registered? Yes/No**

b. **Does your company employ fully qualified tradesmen as defined below? Yes/No**

Please note: only tradesmen of the Technician, Approved Electrician or Electrician grades, or NVQ Level 3 qualified electricians or equivalent, as approved by the Joint Industry Board, will be permitted to work for Spelthorne Borough Council.

SECTION E – EQUIPMENT CONTROL AND MAINTENANCE

9. Equipment Control and Maintenance

- a. **How do you ensure that plant and equipment used on-site by your employees is correctly registered, controlled and maintained in a safe working condition?**

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- b. **Does your company have any safety arrangements, systems of work, or monitoring not described elsewhere in any part of your response?
Yes/No (If Yes, please give details).**

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- c. **How often are electrical equipment and appliances tested and inspected, and by whom?**

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SECTION F – PERSONAL PROTECTIVE EQUIPMENT

10. Personal Protective Equipment

- a. **What arrangements does your company have for provision and upkeep of personal protective clothing and equipment?**

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SECTION G – INCIDENTS/ACCIDENTS/INJURIES RECORDS AND DATA

11. Statutory Notifiable Accidents/Dangerous Occurrences

- a. **Has your company suffered any Statutory Notifiable Accidents or Dangerous Occurrences (as defined under the RIDDOR 1995 requirements) within the past 3 years? Yes/No (If yes provide details, including dates, most frequent types, causes and follow-up preventative measures taken).**

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- b. **Please attach a copy of your accident/incident reporting procedure**

12. Improvement and Prohibition Notices

- a. **Have you been served an Improvement Notice or Prohibition notice by the Health and Safety Executive or other enforcing authority, or been prosecuted under any safety legislation within the past five years? Yes/No (If Yes, please give details).**

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13. Safety Performance Records

Have you maintained records of your incident/accident and safety performance? Yes/No? (If Yes, please attach details for each year, number of Non lost time Incidents, number and types of injuries, total hours worked by workforce for each corresponding year, frequency rates, your company definition of a lost time incident and incident reporting criteria).

14. Communication of Safety/Investigation Information

How are the findings following an investigation, or a relevant incident occurring elsewhere, communicated to your employees?

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SECTION H – PROGRESSIVE SAFETY MANAGEMENT

15. Health and Safety and Fire Safety Qualified Staff

Does your company employ any staff who possess formal health and safety or fire safety qualifications? Yes/No (If Yes, please give details of their names, position and qualifications).

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SECTION I – FIRE PRECAUTIONS

16. Type of Activities

a. Please give details of the potential fire hazards posed by proposed activities, including any plant or materials which could be brought onto site.

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- b. **Please describe the precautions and procedures which are proposed to minimise the risks arising from the hazards listed in 16(a).**

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- b. **Please describe your Company's own procedure to be implemented for the inspection and monitoring of fire safety on site.**

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SECTION J – FURTHER INFORMATION

17. Further Information

**Do you wish to add any other details of your Health, Safety or Fire Management Systems in support of your Company's application?
Yes/No? (If Yes, please give details).**

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18. References

Could you please provide the details of two clients where who would be willing to provide references on your organisations Health, Safety or Fire Management Systems in support of your Company's application? Yes/No? (If Yes, please give details).

Company Name:.....

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Contact:

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Address:

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Telephone Number:

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Faxsimile:

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Email Address:

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Company Name:.....

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Contact:

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Address:

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Telephone Number:

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Faxsimile:

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Email Address:

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SECTION K – ATTACHMENTS CHECKLIST

19. Checklist of Documents Attached to Form

QUESTION NO.	DOCUMENTS	YES	NO
1a	Company Safety Policy		
3a	Company Safety Manual		
3b	Risk Assessments		
3c	COSHH Assessments		
3d	Fire Risk Assessment		
11b	Accident/Incident Reporting Procedure		
13	Safety Performance Records		
19	Other Documents		