

## IMN 005 - DEMOLITION OF VARIOUS BUILDINGS AT DITHERINGTON BUS DEPOT, NORTH SHREWSBURY, SHROPSHIRE

All contractors must hold Contractors Health & Safety Assessment Scheme (CHAS) or equivalent scheme accreditation.

The contract will commence on, or before the 11 June 2012 for a period of 26 weeks. If you wish to receive tender documents, please email or write as soon as possible to [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk), Procurement Manager, Shropshire Council, Shirehall, Shrewsbury, SY2 6ND (tel: 01743 252993) (fax: 01743 255901) (email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)) quoting reference IMN 005.

The deadline for the return of completed tenders is **12 noon on 24 May 2012.**

personal info



Date as per email

**Tel:** (01743) 252993

**Fax:** (01743) 255901

Please ask for:

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Dear Sirs

**IMN 005 - DEMOLITION OF VARIOUS BUILDINGS AT DITHERINGTON BUS DEPOT,  
NORTH SHREWSBURY, SHROPSHIRE  
SHROPSHIRE COUNCIL**

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

1. Instructions for Tendering
2. Tender Response Document
3. Form of Contract
4. Works and Site Information
5. Return Label

Tenders should be made on the enclosed Tender Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions to Tenderers and Special Terms and Conditions'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 24 May 2012**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided
- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

personal info

Tenders **cannot** be accepted if:

- Tenders are received by facsimilie or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

### Freedom of Information

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

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

### Other Details

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

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully

Procurement Manager  
Commissioning & Procurement  
[procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)  
Tel: 01743 252993  
Enc



# **VOLUME 1A INSTRUCTIONS FOR TENDERING**

***Ditherington Demolitions  
Contract Ref: IMN 005***

## Shropshire Council Instructions for tendering

### **Contract Description:**

**Demolition of the Arriva Bus Depot, Midland Red Social Club, Rexel Senate Electrical and former Salop Glass buildings in Shrewsbury, Shropshire**

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the demolition and associated works of the Arriva Bus Depot, Midland Red Social Club, Rexel Senate Electrical and former Salop Glass buildings in Shrewsbury as detailed in the Tender Response Document. The contract will be for a period of 26 weeks commencing on 11<sup>th</sup> June 2012.
- 1.2** Tenders are to be submitted in accordance with the Terms and Conditions of Contract and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

## **2.2 Terms and Conditions**

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

### **3.0      Preparation of Tenders**

#### **3.1      Completing the Tender Response Document**

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

**3.1.2**      All documents requiring a signature must be signed;

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

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

#### **3.2      Tender Preparation and Costs**

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

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

**3.2.3**      Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the site and to have satisfied themselves sufficiently as to the nature, extent and character of the works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

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

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

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



- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company.

### **3.4 Warranty**

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

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

## **4.0 Tender Submission**

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, 24 May 2012. One hard copy and one CD copy of your Tender Response Document must be returned.**
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- 4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5** Tenderers should note that Tenders and supporting documents must be written in

English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

## **5.0 Variant Bids**

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

## **6.0 Tender Evaluation**

- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## **7.0 Clarifications**

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing with  
Property Project Officer, Shared Services, Shropshire  
Council, Guildhall, Frankwell Quay, Shrewsbury, SY3 8HQ (tel: 01743 281048)

(fax: 01743 281047) (email: ) quoting the contract reference and title.

- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 18 May 2012.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

- 8.1** The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
  - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
  - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

- 9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- 9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:
- 9.4.1** Tenderers shall at all times treat the contents of the Invitation to Tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to Tender to any other person at any time or allow any of these things to happen;
- 9.4.2** Tenderers shall not use any of the information contained in this Invitation to Tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- 9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to Tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
- 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **9.7 Transparency of Expenditure**

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

## **10.0 Freedom of Information**

**10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

**10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

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

**10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

**10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

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

## **11.0 Disqualification**

**11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to Tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
  - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
  - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
  - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- 11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.
- 11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

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

small and medium suppliers.

### **13.0 Award of Contract**

#### **13.1 Award Criteria**

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

#### **13.2 Award Notice**

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

#### **13.3 Transparency of Expenditure**

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

### **14.0 Value of Contract**

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

### **15.0 Acceptance**

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

**15.2** The Tender documentation including, the Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

**15.3** The Tenderer shall be prepared to commence the provision of the works on the start date of the contract being 11<sup>th</sup> June 2012.

## **16.0     Payment Terms**

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

## **17.0     Liability of Council**

- 17.1**     The Council does not bind itself to accept the lowest or any tender.
- 17.2**     The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3**     The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4**     The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5**     Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.



**18.0     Declaration**

We, as acknowledged by the signature of your authorised representative, accept these Instructions to Tender as creating a binding contract between yourself and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) ..... Status.....

Signed (2) ..... Status.....

(For and on behalf of .....)

Date .....



**VOLUME 3**

**WORKS / SITE INFORMATION**

***Ditherington Demolitions***

***Contract Ref No. IMN 005***

# **Shropshire Council Works/Site Information**

## **Contract Description:**

**Demolition of the Arriva Bus Depot, Midland Red Social Club, Rexel Senate Electrical and former Salop Glass buildings in Shrewsbury, Shropshire**

## **1 Background**

- 1.1 Ditherington Flax Mill Maltings is an extraordinary group of buildings including the Main Mill which is thought to be the grandfather of all skyscrapers. Built on the northern edge of Shrewsbury from 1797, the site includes many buildings of interest, including the 1st, 3rd and 8th oldest surviving cast-iron framed buildings in the world. Until this time factories and mills were frequently destroyed by fire so the development of cast iron frames was a huge factor in putting Britain way ahead in the industrial revolution. The buildings have supported 100 years of flax production and 100 years of barley malting.
- 1.2 Today the whole site is in need of a new sense of purpose and identity to ensure its survival and productive use for the next 100 years and beyond. English Heritage acquired the derelict buildings in 2005, and has since been working with a steering group made up of Shropshire Council, the Homes and Communities Agency, the Friends of the Flax Mill Maltings and architects of the scheme Feilden Clegg Bradley Studios, to find a new use for the site. The goal is to create a long-term future for the site and for the community of which it has so long been a part.
- 1.3 Ditherington Flax Mill Maltings in Shrewsbury is a large and complex site in need of serious repair and reinvention. The mill buildings have been a huge feature on the local landscape for over 200 years but, more recently; these empty structures and surrounding buildings communicate an air of abandonment and decay.

## **2 Heritage Lottery Fund**

- 2.1 Four buildings have been selected for the first phase of the development and a substantial Heritage Lottery Fund application has recently been submitted to secure part of the funding needed to bring them into a third century of productive use.
- 2.2 This first phase will carefully conserve and reuse some of the key historic buildings which include the Main Mill from 1797, the Kiln from the maltings phase in 1898, the Dye and Stove House and the Office and Stables along with works to ensure visual and physical access. This restoration will provide an 'exemplar' in how modern technology and innovation can be applied to ensure a sustainable future for these important historic buildings.
- 2.3 Once the Main Mill and associated buildings are repaired and brought back into use the remainder of the historic buildings on site will be more attractive to potential users and investors. The complete restoration of the historic site will then stimulate the final phase of development of the full site which will include commercial and residential buildings. This in turn will significantly boost the local and regional economies and will make a real difference to the lives of local people, particularly on the northern side of the town.

### 3 The Site

3.1 The whole of the development site is within 2 land ownerships as shown on the plan below. The area within the red shaded area is owned by English Heritage and forms the basis of the Heritage Lottery Fund Bid. The area shaded blue is owned wholly by Shropshire Council and includes:-

- The Arriva Bus Depot
- The Midland Red Social Club
- Rexel Senate Electrical Building
- Former Salop Glass Building

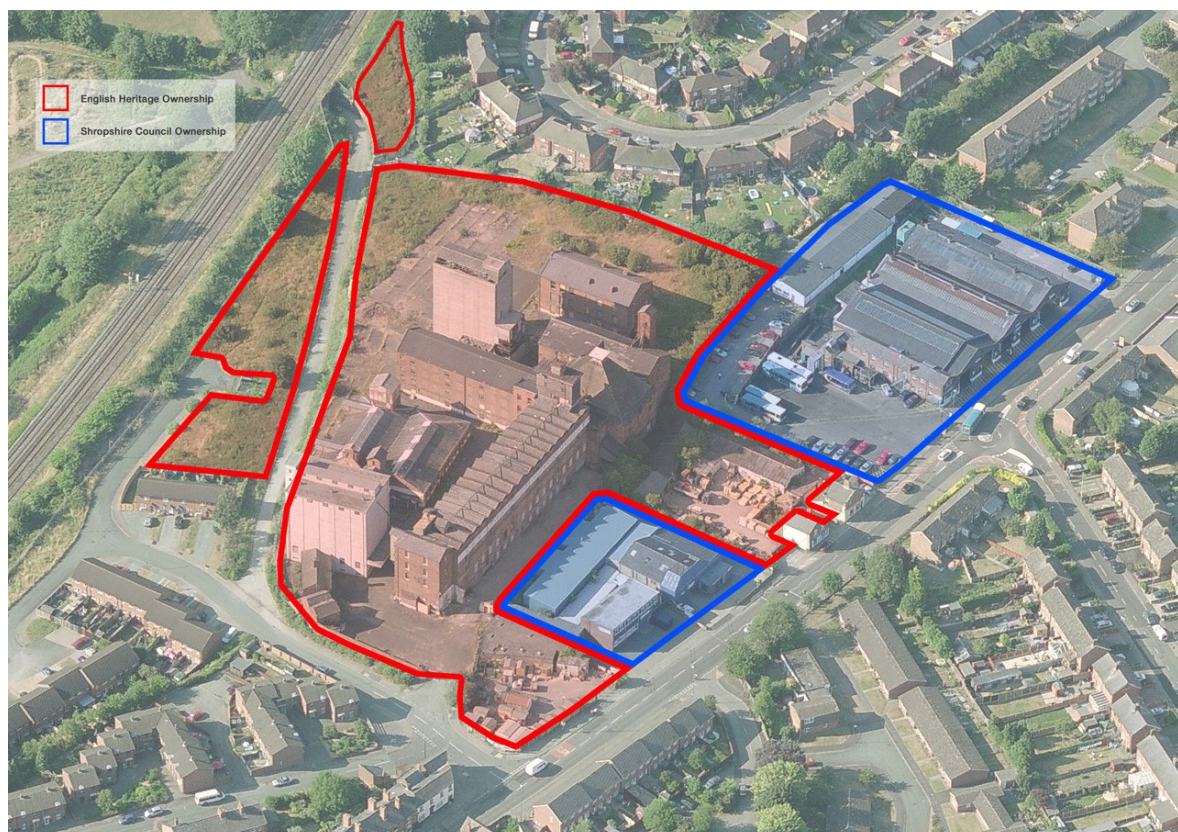
### 4 Vacancy of Premises

4.1 All of the Shropshire Council owned premises are currently occupied. However a new bus depot is being constructed in Harlescote which should be completed in July 2012. Vacant possession is expected by August 2012 after which a prompt programme of demolition will be required.

4.2 Behind the Arriva Bus Depot is the Midland Red Social Club. This is currently being used as a social club however the tenancy agreement has a notice period of 3 months, which will need to be programmed into the phasing. It is anticipated that the Arriva Bus Depot and Midland Red Social Club will be demolished at the same time.

4.3 The Rexel Senate building will become vacant on 26<sup>th</sup> March 2012.

4.4 Adjacent to the Rexel Senate building is the former Salop Glass building. This is currently being leased by the Friends of Flax Mill Maltings Trust who run the premises as a youth and community resource. [It is anticipated that the lease will continue beyond the timescale of the planned demolition so the programme will need to reflect and cost a 2 stage demolition.]



## **5 Programme**

5.1 As mentioned in paragraph 4.4, it is unlikely that the 4 buildings could be demolished in a single stage therefore a programme needs to be developed and costed that focuses on:-

- The demolition of the entire site (As shown in blue)
- The demolition and remediation of the entire site (As shown in blue)
- The demolition of the Arriva Bus Depot, Midland Red Social Club and Rexel Senate building.
- The demolition and remediation of the Arriva Bus Depot, Midland Red Social Club and Rexel Senate Building
- The demolition of the former Salop Glass Building
- The demolition and remediation of the former Salop Glass Building

## **6 Scope of Works**

6.1 Provision of temporary hoardings and screens, isolation and disconnection of drains and services, removal and disposal of asbestos, demolition and removal of upto four building of various construction. The buildings will contain some asbestos materials. Foundations will be removed and backfilled, the sites will be left safe and level. Note that the provisions of recycling will apply, masonry and concrete will be crushed on site.

The contractor shall be licenced to remove the asbestos based materials or employ a Licenced Asbestos Removal Contractor to carry out the removal of the asbestos prior demolition.

## **7 Health & Safety Information Pack**

7.1 The Health & Safety Information is not currently available and will follow.



## **VOLUME 2 FORM OF CONTRACT**

***Ditherington Demolitions  
Contract Ref No. IMN 005***

**Shropshire Council, Flax Mill Development - Ditherington Demolitions  
Volume 2 – Form of Contract**

**Document Control**

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<b>Document Properties</b>	
Document Owner	
Organisation	Shropshire Council
Title	Shropshire Council - Flax Mill Development - Ditherington Demolitions Volume 2 – Form of Contract
<b>Abstract</b>	
The purpose of this document is to set out the details of the contract.	

<b>Version History</b>				
<b>Date</b>	<b>Editor</b>	<b>Version</b>	<b>Status</b>	<b>Comments</b>
01/05/12	SDL	1.0	Draft	First issue of draft document
01/05/12	AJB	1.1	Draft	Review
02/05/12	DJE	2.0	Final	For tender issue

**CONTENTS**

1. Draft Form of Agreement
2. NEC ECC 3 Option C Amendments to Core Clauses
3. NEC ECC 3 Option C 'Z' Clauses
4. Contract Data Part One
5. Contract Data Part Two



## **CONTRACT AGREEMENT**

**The successful bidder will be expected to enter into a Form of Agreement with the Employer as follows: -**

**THIS CONTRACT AGREEMENT** is made on

2012

**Between:-**

(1) **SHROPSHIRE COUNCIL** of Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND (the "Employer"; all references within the Contract and associated documents to the Authority shall mean the "Employer"); and

(2) ..... (Company Number.....)

of /whose registered office is at .....  
(the "Contractor").

**Whereas:-**

The Employer is desirous that the various buildings should be demolished at the **Bus Depot Site, Ditherington Road, Shrewsbury, Shropshire** (the "Project").

**It is hereby agreed as follows:-**

### **1. INTERPRETATION**

In this Contract Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

### **2. THE CONTRACT**

Save as expressly provided for this Contract Agreement, the following documents shall be deemed to form and be read and construed as part of this Contract Agreement, namely

- (a) The drawings as Works / Site Information.
- (b) The conditions of contract as Clause 4 below.
- (c) The Core Clause amendments as Volume 2 Form of Contract.
- (d) The Z clauses as Volume 2 Form of Contract.
- (e) The Contract Data part one as Volume 2 Form of Contract.
- (f) The Contract Data part two as Volume 2 Form of Contract.
- (g) The priced activity schedule as Volume 2 Form of Contract.
- (h) The Works Information as Volume 3 Works / Site Information.
- (i) The Site Information as Volume 3 Works / Site Information.
- (j) The Annexures listed on the attached schedule.

### **3. THE WORKS**

The Contractor will carry out demolition in accordance with the Contract Agreement. Without prejudice to the conditions of contract the Contractor shall have regard to the Employer's health and safety guidelines as included with the Works Information.

### **4. CONDITIONS OF CONTRACT**

The conditions of contract shall be the core clauses, the main option clause C, and secondary option clauses W2, X2, X4, X7, X12, X15, X16, X18, Y(UK)2, Y(UK)3 and Z of the third edition (June 2005, amended June 2006) of the NEC Engineering and Construction Contract published by Thomas Telford as amended by the Core Clause amendments. The provisions

**Shropshire Council, Flax Mill Development - Ditherington Demolitions  
Volume 2 – Form of Contract  
Draft Form of Agreement**

of the conditions of contract shall prevail in the event if any inconsistency between such provisions and any other document forming part of this Contract Agreement.

**5. CONSIDERATION**

In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to carry out and complete the works in conformity in all respects with the provisions of this Contract Agreement and to otherwise comply with and fulfil all his obligations and duties arising under this Contract Agreement.

**6. PAYMENT**

The Employer hereby covenants to pay to the Contractor the amount due at the times and in the manner specified in the Contract Agreement.

**7. CONFIDENTIALITY**

The Contractor shall at all times (including after termination of this Contract Agreement) keep confidential all information (included but not limited to information affecting the security of the Employer or its customers and the means and methods of access and egress to the Employers property) and documentation in connection with this Contract Agreement and no such information or documentation shall be disclosed or released to a third party (save as required under the conditions of contract or by law) without the prior consent of the Employer.

**8. LIMITATION**

Notwithstanding anything contained in the conditions of contract or the Limitation Act 1980 (or any modifications or re-enactment thereof), it is acknowledged that the period of limitations applicable to any cause of action arising out of or in connection with the Contract Agreement shall be twelve years from the date upon which the cause of action arose.

**9. INSURANCE**

Each Party shall provide the other with such information as it shall from time to time require in relation to the insurance policies to be maintained pursuant to the conditions of contract subject only to any disclosure restriction contained within those policies.

**EXECUTED** as a **DEED** by the parties hereto on the day and year above written.

**EMPLOYER**

**Signed by** .....

**Name** .....

**Job Title** .....

For and on behalf of **SHROPSHIRE COUNCIL**

**CONTRACTOR**

**Signed by** .....

**Name** .....

**Shropshire Council, Flax Mill Development - Ditherington Demolitions  
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**Job Title** .....

For and on behalf of

**ANNEXURES**

The Annexures listed below are deemed to be incorporated into and form part of the Contract Agreement. The Annexures are:

**Annex 1 Project Programme**

## Core Clauses

### 1 General

**Actions**            **10**        **Delete Core Clause 10.1 and replace with: -**  
                         10.1        The *Employer*, the *Contractor*, the *Project Manager* and the *Supervisor* shall act as stated in this contract and in a spirit of mutual trust and co-operation. The Adjudicator shall act as stated in this contract and in a spirit of independence.

#### Identified and defined terms

11

**Add at the end of Core Clause 11.2 the following: -**

11.2    (31) The Fee is the amount calculated by applying the *fee percentage* to the amount of Actual Cost.

(32) The Contract Agreement is the agreement entered into between the *Employer* and the Contractor under which the *Employer* has required the Contractor to carry out the *works*.

(33) The Authority shall have the same meaning as the *Employer* under this Contract.

#### Providing the

#### Works

20

**Add at the end of Core Clause 20 the following: -**

20.5    (1) The *works* shall not, when completed, incorporate any goods, materials or equipment which are themselves or which incorporate substances which are stated in the Works Information to be prohibited or which are generally known at the time of use to be deleterious to health or the durability of the property relating to the completed *works* in particular circumstances in which they are to be used or are otherwise not in accordance with British Standards, Codes of Practice or good building practice or techniques.

20.5    (2) For the purposes of condition 20.5 (1) the word “deleterious” shall be deemed to include any use of materials or combinations of materials that would or might have the effect of reducing the normal life expectancy:

- of the materials themselves,
- of any materials to which they are affixed,
- of the structure in which they are incorporated or to which they are affixed, or
- of the project or any part thereof,

to a period less than that which has been specified or would normally be expected.

**The Contractor's design**

- 21 Delete Core Clause 21.2 and replace with: -**  
21.2 The *Contractor* submits the particulars of his plan as the Works Information requires to the *Project Manager* for acceptance. A reason for not accepting the *Contractor's* design is that:

- it does not comply with the Works Information and/or
- it does not comply with the applicable law and/or
- it does not comply with the Project objectives as set out in the Works information.

The *Contractor* does not proceed with the relevant work until the *Project Manager* has accepted his activity plan.

**Add at the end of Core Clause 21 the following: -**

- 21.4 The *Contractor* indemnifies the *Employer* against claims, compensation and costs due to the *Contractor* infringing a patent or copyright.

- 21.8 In this condition

**“Equipment”** means all components, materials, plant, tools, test equipment, documentation, hardware, software and things comprised within Supplies;

**“Information”** means all information, whether written or oral or in any other form including, but not limited to, documentation, specifications, reports, data, notes, drawings, models, patterns, samples, software, computer outputs, designs, circuit diagrams, inventions, whether patentable or not and knowhow;

**“Relevant Supplies”** means all supplies supplied or specified or included in any design by the *Contractor* that deal with financial information;

**“Software”** means all computer programmes including but not limited to all source code and object code whether in machine readable, optically readable or any other format comprised in Supplies and the media on which it is supplied;

**“Supplies”** means all Equipment or Information

To the extent that the *Contractor* supplies or specifies or includes within its design Relevant Supplies, the *Contractor* warrants that all Relevant Supplies, in dealing with financial information, comply and will comply with:

- all laws and regulations applicable to all relevant currencies (including, without limitation, EC Regulations 1103/97 and 974/98), and
- if the UK becomes a “participating Member State” (as defined in EC Regulation 1103/97) all laws and regulations then applicable to sterling and/or to the euro

(hereinafter called **“Euro Conformance”**)

Notwithstanding anything to the contrary in the *conditions of contract*, and without prejudice to any of the *Employer's* other rights or remedies, the *Employer* shall not be obliged to accept nor to pay for Relevant Supplies if the

*Contractor* is unable to demonstrate their Euro Conformance to the *Employer's* reasonable satisfaction.

- Co-operation 25 Delete Core Clause 25.1 and replace with: -**  
25.1 The *Contractor* co-operates with Others in obtaining and providing information which they need in connection with the *works*. He shares the Working Areas with Others as stated in the Works Information. The *Contractor* permits the carrying out of work by Others concurrent with the execution of the *works* as stated in the Works Information.

**Subcontracting and Assignment**

- 26 Delete Core Clause 26.2 and 26.3 and replace with: -**  
26.2 The *Contractor* submits the name of each proposed Subcontractor to the *Project Manager* for acceptance. Reasons for not accepting the Subcontractor is that his appointment will not allow the *Contractor* to Provide the Works and/or the Subcontractor is unable to grant an unrestricted, irrevocable, royalty free and non-exclusive copyright licence of the type described in condition 21.7. The *Contractor* does not appoint a proposed Subcontractor until the *Project Manager* has accepted him.

- 26.3 The *Contractor* submits the proposed conditions of contract for each subcontract to the *Project Manager* for acceptance unless;

- the NEC Engineering and Construction Subcontract or the NEC Professional Services Contract or a form of subcontract containing terms which are consistent with the aforementioned is to be used or
- the *Project Manager* has agreed that no submission is required.

The *Contractor* does not appoint a Subcontractor on the proposed subcontract conditions submitted until the *Project Manager* has accepted them. A reason for not accepting them is that;

- they will not allow the *Contractor* to Provide the Works, or
- they do not include a statement that the parties to the subcontract shall act in a spirit of mutual trust and co-operation

**Add at the end of Core Clause 26 the following: -**

- 26.5 The *Contractor* shall not without the prior written consent of the *Employer* assign or charge the benefit of this contract.

**The programme 31 Delete Core Clause 31.2 and replace with: -**

- 31.2 The *Contractor* shows on each programme which he submits for acceptance;
- the *starting date, possession dates* and Completion Date,
  - for each operation, a method statement which identifies the Equipment and other resources which the *Contractor plans to use*,
  - planned Completion
  - the order and timing of
    - the operations which the *Contractor* plans to do in order to Provide the Works, and
    - the work of the *Employer* and Others either as stated in the Works Information or as later agreed with them by the *Contractor*,
  - the dates when the *Contractor* plans to complete work needed to allow the *Employer* and Others to do their work,

- provisions for
  - float,
  - time risk allowances,
  - health and safety requirements, and
  - the procedures set out in this contract.
- The dates when, in order to Provide the Works in accordance with his programme, the *Contractor* will need
  - possession of a part of the Site if later than its *possession* date,
  - acceptances, and
  - Plant and Materials and other things to be provided by the *Employer*
- Other information which the Works Information requires the *Contractor* to show on a programme submitted for acceptance

**Revising the programme**

**32 Delete Core Clause 32.1 & 32.2 and replace with: -**

32.1 The *Contractor* shows on each revised programme

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- the effects of implemented compensation events,
- how the *Contractor* plans to deal with any delays and to correct notified Defects and
- any other changes which the *Contractor* proposes to make the Accepted Programme.

32.2 The *Contractor* submits a revised programme to the *Project Manager* for acceptance

- within the *period for reply* after the *Project Manager* has instructed him to,
- when the *Contractor* chooses to and, in any case,
- at no longer interval than the interval stated in the Contract Data from the *starting date* until Completion of the whole of the *works*, and/or
- following the occurrence of a compensation event.

**Possession of the Site**

**33 Add at the end of Core Clause 33 the following: -**

33.2 While the *Contractor* has possession of a part of the Site, the *Employer* gives the *Contractor* access to and use of it and the *Employer* and the *Contractor* provide facilities and services as stated in the Works Information. Any cost incurred by the *Employer* as a result of the *Contractor* not providing the facilities and services he is to provide is assessed by the *Project Manager* and paid by the *Contractor*.

**Assessing the amount due**

**50 Delete Core Clause 50.1 and replace with: -**

50.1 The *Project Manager* assesses the amount due at each assessment date. The first assessment date is decided by the *Project Manager* to suit the procedures of the Parties and is not later than the *assessment interval* after the *starting date*. Later assessment dates occur;

- at the end of each *assessment interval* until Completion of the whole of the *works*,
- at Completion of the whole of the *works*,
- four weeks after the *Supervisor* issues the Defects Certificate and

- after Completion of the whole of the *works*,
  - when an amount due is corrected and
  - when a payment is made late.

## Payment

**51 Delete Core Clause 51.4 and replace with: -**

51.4 Interest is calculated at the *interest rate* and is simple interest.

## Compensation Events

**60 Add at the end of Core Clause 60.1 the following: -**

60.1 (20) There is a change which could not reasonably have been foreseen in a Statutory Requirement after the Starting Date.

(21) The *works* are affected by any of the following events;

- radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device;
- natural disaster;
- fire and explosion;
- impact by aircraft or other aerial device or thing dropped from them, and/or;
- flood.

## Notifying Compensation Events

**61 Delete Core Clause 61.3 and replace with: -**

61.3 The *Contractor* notifies an event which has happened or which he expects to happen to the *Project Manager* as a compensation event if;

- the *Contractor* believes that the event is a compensation event,
- it is less than two weeks since he became aware of the event, and
- the *Project Manager* has not notified the event to the *Contractor*.

If the Contractor does not notify a compensation event in accordance with this clause he is not entitled to a change in Prices, the Completion Date or a Key Date unless the *Project Manager* should have notified the event to the *Contractor* but did not

## Assessing Compensation Events

**63 Delete Core Clause 63.2 & 63.8 and replace with: -**

63.2 If the effect of a compensation event is to reduce the total Actual Cost, the Prices are not reduced except as stated in this contract. If the effect of a compensation event is to reduce the total Actual Cost and the event is;

- a change to the Works Information, or;
- a correction of an assumption stated by the *Project Manager* for assessing an earlier compensation event,

the prices are reduced.

63.8 A compensation event which is an instruction to change the Works Information in order to resolve an ambiguity or inconsistency is assessed as follows. If Works Information provided by the *Employer* is changed, the effect of the compensation event is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the *Contractor*. If Works Information provided by the *Contractor* is changed, the effect of the compensation event is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the *Employer*.



**Implementing  
Compensation  
Events**

**65 Delete Core Clause 65.1 and replace with: -**

- 65.1 The *Project Manager* implements each compensation event by notifying the *Contractor* of the quotation which he has accepted or of his own assessment. He implements the compensation event when he accepts a quotation or completes his own assessment or when the compensation event occurs, whichever is latest.

**Insurance  
Cover**

**84 Add at the end of Core Clause 84 the following: -**

- 84.3 The *Contractor* shall maintain from the date of commencement of the *works* until 12 years after Completion of the same insurance in an amount of not less than the amount stated in the Contract Data for each and every claim and in the annual aggregate plus two reinstatements of such amount in any one insurance period to cover any negligence, omission or default on the part of the *Contractor* in the design of the *works* (provided such insurance is available generally in the UK market at commercially reasonable rates and terms).

**Procedures on  
Termination**

**92 Delete Core Clause 92.2 and replace with: -**

- 92.2 The procedure on termination also includes one or more of the following as set out in the Termination Table.
- P2 The *Employer* may instruct the *Contractor* to leave the Site, remove any Equipment, Plant and Materials from the Site and assign the benefit of any subcontract or other contract related to performance of this contract to the *Employer*.
- P3 The *Employer* may use any Equipment to which he has title.
- P4 The *Contractor* leaves the Working Areas and removes the Equipment.

**Z Clauses**

**Asbestos  
Removal**

**Z1**

- Z1.1 The Contractor shall ensure that the Employer's processes for the safe survey, removal, and recording of all works in connection with Asbestos. All such works will need to be carried out by the Employer's approved contractors.
- Z1.2 The Contractor is required to comply with the Control of Asbestos Regulations, together with its associated Approved Code of Practice.
- Z1.3 A copy of the current Type 2 Asbestos Survey is included within the tender documents.
- Z1.4 A Demolition and Refurbishment asbestos survey as defined HSE document MDHS 100 shall be undertaken by the contractor prior to the commencement of any building works, including demolition. The survey must be undertaken by the Authority's appointed Environmental Consultant. The surveys must be in the format approved by the Employer and a copy of surveys shall be provided back to the Employer's Technical Support Manager.
- Z1.5 The Contractor will be responsible for instigating and undertaking any removal/works to Asbestos Containing Materials (ACMs). Any works to ACMs will be the responsibility of the Contractor. These works must be undertaken by one of Employer's Framework Contractors for the removal of ACMs.
- Z1.6 All works to ACMs must be monitored by the Employer's Environmental Consultants. All asbestos waste shall only be removed from site by suitably licensed waste operators for disposal at appropriately licensed disposal sites. All disposals will fully comply with the hazardous waste regulations with the originals of any associated consignments notes being sent to the Employer's Technical Support Manager.
- Z1.7 On completion of the project, the Contractor will undertake a new Management Asbestos Survey for the whole building/site in the format approved by the Employer, to be undertaken by the Employer's Environmental Consultant. Two hard copies and an electronic version of the new Type 2 survey will be provided to the Employer's Technical Support Manager.
- Z1.8 The Demolition and refurbishment surveys, ACM removal, monitoring, disposal and the new Type 2 survey on completion are the responsibility of the Contractor.

**Work Site and  
Security**

**Z2**

- Z2.1 The Contractor shall be deemed to have examined the site and the Employer shall not be liable for any claim from the Contractor in relation to its misinterpretation of any Site-related matter, or any other matter in respect of which the Contractor could reasonably have satisfied itself by a visit to Site, reference to the Employer or otherwise.
- Z2.2 The Contractor shall, before the commencement of any relevant Work, inform the Employer of the number of employees to be brought onto Site.
- Z2.3 The Contractor shall designate one or more competent representatives to supervise the carrying out of the Works on the Site (the Contractors

Representative), whose names shall be notified to the Employer in writing and who shall be on site continuously between 0900 and 1800 Monday to Friday excluding all relevant UK public holidays (the Working Hours). Any orders or instructions the Employer gives to the Contractors Representative shall be deemed to have been given to the Contractor.

- Z2.4 The Contractor shall ensure that the Contractor's Representative has full CRB clearance prior to commencing the works.
- Z2.5 The Employer shall wherever possible and reasonable provide such facilities during Working Hours or such reasonable working hours as may be applicable to each Site as are agreed between the Employer and the Contractor. The Contractor shall satisfy the Employer that the power arrangement meet any safety provisions as may be applicable the Site. Any Statement of satisfaction by or on behalf of the Employer shall be without prejudice to the obligations and liabilities of the Contractor.
- Z2.6 The Contractor shall give a minimum of 5 days notice to the Employer of the dates and times on which it proposes to deliver any Supplies of Equipment to site.
- Z2.7 No Supplies of the Contractor's Equipment shall be removed from Site without the Employer's written consent and, if given, the Contractor shall provide a receipt to the Employer or his representative listing full details of the Supplies of Contractor's Equipment removed. The Contractor shall ensure that none of the Employer's Items, facilities or materials are used or removed from any Site without the Employer's written consent and shall immediately notify the Employer of any known or suspected breach of security and give the Employer full co-operation in any investigation.
- Z2.8 The Contractor shall remove all Equipment and Supplies and leave the site in a good and clean condition prior to Completion.
- Z2.9 The Contractor shall give notice to the Employer of all items or materials of value recovered from site which are not to be used in the Works who may then, at his discretion direct the Contractor to deliver them to a specified location.
- Z2.10 Should the Contractor not remove his equipment from site, and leave the site in a good condition, the Employers may remove and tidy the site at the Contractors risk and expense.
- Z2.11 The Contractor shall ensure that Contract Personnel comply with all security, safety and works regulations and such other local instructions as may be notified by the Employer or the Schools Representative whilst on site.
- Z2.12 The Employer may remove from and refuse entry and re-admission to a Site any person who is, in the reasonable opinion of the Employer, not complying with the requirements of this Contract and is not a fit person to be allowed on Site.
- Z2.13 The Employer may at its own discretion, search any contract personnel or their vehicles or equipment upon any of the Authority's sites or upon entry or departure from the Site. The Contractor shall use its best endeavours to ensure that contract personnel are aware of and comply with these requirements and that no contract personnel unwilling to so comply will be employed on any site.

- Z2.14 The Contractor shall access only those parts of the Site strictly necessary for the purposes of the Contract and comply with and Security Access policy as may be required by the school.
- Z2.15 The Contractor shall on request supply details (name, address, date of birth) of any contract personnel who may have access to site.
- Z2.16 The Contractor shall ensure the site is safe and secure at all times, using physical barriers (hoardings, covering voids, removing ladders etc) to prevent access to the site. All tools should be stored securely and safely. The Contractor shall adhere to all safety advice as directed by the Employer and the Schools Representative.
- Z2.17 The Contractor shall be mindful of the location of the works, and shall not employ any personnel (either direct or via subcontract) who he considers are not suitable to be near young children.
- Z2.18 Photographs shall be limited to recording the progress of the works. At no time shall the Contractor take photographs of pupils either directly or indirectly. The contractor shall not allow onto site any employee or subcontractor who contravenes this. Any publicity photographs which are to include pupils will be arranged by the Employer.
- Z2.19 The Employer shall not be responsible for safeguarding any property or money of contract personnel.
- Z2.20 The Contractor shall comply with all local authority restrictions and limitations with regard working time, noise and vehicular movement. The contractor shall comply with all health and safety legislation and guidance with regard working methods and control of dust and debris adjacent residential areas.

**Compensation  
Events**

- Z3**
- Z3.1 The Project Manager is not authorized to issue instructions in accordance with Clause 60.1 (1) until all costs and programme implications have been agreed.
- Z3.2 The Project Manager shall request a quotation in accordance with Clause 62, which the Contractor shall use his best endeavours to supply within one week of said request. The Project Manager will then respond within one week of receipt. For the avoidance of doubt these timescales supersede those included within Clause 62.3.
- Z3.3 Following agreement of cost and programme implications an instruction is issued in accordance with Clause 60.1 (1) attaching the agreed Costs and Programme information via a Compensation Event.
- Z3.4 The Project Manager does in an emergency have limited powers to issue instructions prior to an agreeing a cost with the Contractor providing the value of the instruction is below a threshold of £5,000, and does not result in the Contract Price being exceeded. Should the Contractor believe that any instruction will exceed the £5,000 threshold he must inform the Project Manager without delay, and receive confirmation that he is to proceed with the works.

**Confidentiality  
And Data  
Protection**

**Z4**

- Z4.1 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Contract and shall not use divulge or communicate the same to any third party without the consent in writing of the Employer. The Contractor shall implement appropriate organizational and technical measures to ensure the integrity and security of information obtained and shall at all times comply with the provisions of the Data Protection Act 1998 and shall provide the Employer with evidence of such measures upon request. The Contractor shall use its reasonable endeavours to prevent the unauthorized publication or disclosure of any such information or documents. The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Employer against any loss or damage sustained or incurred as a result of any breach of confidence by such persons mentioned above.
- Z4.2 The provisions of this Clause shall survive the expiration or termination of any Agreement entered into.

**Public Interest  
Disclosure**

**Z5**

- Z5.1 The Contractor will ensure that his employees and agents are made aware of the Employer’s policy “Speaking Up About Wrongdoing” and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request.

**Anti Bribery  
And  
Corruption**

**Z6**

- Z6.1 The Employer may cancel the contract by way of a written notice with immediate effect and recover from the Contractor the amount of any loss resulting from the cancellation if at any time it becomes known to the Employer that the Contractor or any person employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor has:
- (i) offered, paid or given or agreed to give directly or indirectly any gift in money or any other form to any member employee or agent of the Employer as an inducement or reward in relation to the obtaining or execution of the contract or any other contract with the Employer or;
  - (ii) favoured or discriminated against any person in relation to this or any other contract with the Employer; or
  - (iii) in the reasonable opinion of the Employer appears to have committed an offence in relation to any contract with the Employer under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) Local Government Act 1972 (as amended).

**Equalities**

**Z7**

- Z7.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age
- a) in the supply and provision of Goods, Services or Works under this Agreement, and
  - b) in its employment practices.
- Z7.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, Race Relations Act 1976, the Disability

Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Human Rights Act 1998, Employment Equality (Age) Regulations 2006, and the Equality Act 2006 (effective from 6th April 2007) or other relevant legislation, or any statutory modification or re-enactment thereof.

- Z7.3** In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Employer will comply with the following general duties imposed on local authorities by Section 71 of the Race Relations Act 1976 to eliminate unlawful racial discrimination and promote equality of opportunity and good relations between persons of different racial groups; Section 49A of the Disability Discrimination Act 1995 to eliminate unlawful discrimination and harassment of disabled persons that is related to their disabilities; to promote equality of opportunity between disabled persons and other persons; to take steps to take account of disabled persons' disabilities, to promote positive attitudes towards disabled persons; and by Section 76A of the Sex Discrimination Act 1975 (effective from 6th April 2007) to eliminate unlawful discrimination and harassment and promote equality of opportunity between men and women.
- Z7.4** The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Commission for Racial Equality and the Disability Rights Commission, which give practical guidance to employers on the elimination of discrimination.
- Z7.5** In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Commission for Racial Equality, Equal Opportunities Commission or Disability Rights Commission over the same period, the Contractor shall inform the Employer of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- Z7.6** The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Employer at any time upon request. In addition, the Employer may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions

**Race Relations**

- Z8**
- Z8.1** The Contractor in providing services to the Employer will comply with the general duty imposed on local authorities by Section 71 of the Race Relations Act 1976 and provide evidence of doing so to the Employer at any time upon request and in any event at least once in each year whether or not requested by the Employer.

**Human Rights**

- Z9**
- Z9.1** The Contractor where appropriate takes account of the Human Rights Act 1998 and shall not do anything in breach of it.

**Freedom of Information**

- Z10**
- Z10.1** The Employer will have regard to the relevant provisions of the Freedom of Information Act 2000 in considering Freedom of Information requests. If the Contractor considers that any of the information supplied by you is either

commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to Freedom of Information requests, be examined in the light of the exemptions provided in the Freedom of Information Act.

**Audit and  
Monitoring**

**Z11**

Z11.1 The contractor will allow access for the Employer’s officers to all relevant information for the purposes of audit and the monitoring of the contract.

## CONTRACT DATA

### *Part one – Data provided by the Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

#### Statements given in all contracts

##### 1 General

- The *conditions of contract* are as stated within the Contract Agreement.
- The *works* are the supply, installation and commissioning of the works specified in the Works Information and drawings and other documents referred to in the Contract Agreement.
- The *Employer* is  
Name: Shropshire Council  
Address: Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- The *Project Manager* is  
Name: Shropshire Council  
Address: Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- The *Supervisor* is  
Name: Shropshire Council Clerk of Works  
Address: Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- The *Adjudicator* is  
Name: TBA  
Address: TBA
- The Works Information is identified in and/or attached to the Contract Agreement.
- The Site Information is identified in and/or attached to the Contract Agreement.
- The *boundaries of the site* are identified in the Works and Site Information.
- The *language of this contract* is English.
- The *law of the contract* is the law of England and Wales.
- The *period for reply* to a communication is two weeks.
- The *Adjudicator nominating body* is the President or Vice President of the Royal Institution of Chartered Surveyors.
- The *tribunal* is arbitration.
- The following matters will be included in the Risk Register



As detailed within the Risk Register attached to the Contract Agreement

3 Time • *The starting date* is **11 June 2012**.

• The *access dates* are

Part of the Site	Date
1. Phase 1 Bus Depot	<b>11 June 2012</b>
2. Phase 2 Rexel Senate Building	<b>11 June 2012</b>
3. Phase 3 Midland Red Social Club	<b>3 September 2012</b>

• The *Contractor* submits revised programmes at intervals no longer than four weeks.

4 Testing and Defects • The *defects date* is 52 weeks after Completion of the whole of the *works*.

• The *defect correction period* is three weeks.

5 Payment • The *currency of this contract* is the Pounds Sterling.

• The *assessment interval* is four weeks (not more than five).

• The *interest rate* is 2% per annum (not less than 2) above the base rate of the Nat West bank.

6 Compensation events • The place where weather is to be recorded is within the boundaries of the site.

• The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 0900 hours GMT
- and these measurements: working hours with wind speed exceeding 60 km hr.

• The *weather measurements* are supplied by the Met Office.

• The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at the Met Office Weather Station nearest the site and which are available from the Met Office, Building Consultancy Group, Johnson House, London Road, Bracknell, Berkshire (Phone 01344 856 856).

#### **Where no recorded data are available**

• Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are available from the Met Office.

- 8 Risks and insurance
- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is £5,000,000.
  - The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is £5,000,000.

**Optional statements If the *tribunal* is arbitration**

- The *arbitration procedure* is to be the RICS Arbitration Procedure.
- The place where arbitration is to be held is to be advised
- The person or organisation who will choose an arbitrator
  - if the Parties cannot agree a choice or
  - if the *arbitration procedure* does not state who selects an arbitrator is the President or Vice President of the RICS

**If the *Employer* has decided the *completion date* for the whole of the *works***

- The *completion date* for the whole of the *works* is to be 10<sup>th</sup> December 2012 at the latest.

**If the *Employer* is not willing to take over the *works* before the Completion Date**

- The *Employer* is not willing to take over the *works* before the Completion Date.

**If no programme is identified in part two of the Contract Data**

- The *Contractor* is to submit a first programme for acceptance within two weeks of the Contract Date.

**If the *Employer* has identified work which is to meet a stated *condition* by a *key date***

- The *key dates* and *conditions* to be met are

<i>condition</i> to be met	<i>key date</i>
1 Phase 1 Completion.....	By [.....2012]
2 Phase 2 Completion.....	By 10 December 2012

If the period in which payments are made is not three weeks and Y(UK)2 is not used

- N/A

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 21 days.

If there are additional *Employer's* risks

- Not used

If the *Employer* is to provide Plant and Materials

- Not used

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- Not used.

If additional insurances are to be provided

- The *Employer* is not providing additional insurances

---

<i>share range</i>		<i>Contractor's share percentage</i>
less than	80%	20%
from	80% to 90%	30%
from	90% to 110%	50%
greater than	110%	70%.

- The *Contractor* prepares forecasts of Defined Cost for the *works* at intervals no longer than four weeks.
  - The *exchange rates* are those published in The Financial Times on the Contract Date.
- 

If Option X1 is used

- Not Used

If Option X5 is used

- Not used

If Options X5 and X6 are used together

- The bonus for each *section* of the *works* is  
Not Used

**If Options X5 and X7 are used together**

- Not used

**If Option X6 is used (but not if Option X5 is also used)**

- Not Used

**If Option X7 is used (but not if Option X5 is also used)**

- Delay damages for Completion of the whole of the *works* are £[ ] per day.

**If Option X12 is used**

- Not used.

**If Option X13 is used**

- Not used,

**If Option X14 is used**

- Not used.

**If Option X16 is used**

- The *retention free amount* is £nil.
- The *retention percentage* is 3%.

**If Option X17 is used**

- Not used.

**If Option X18 is used**

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to the Contract Price
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to the Contract Price.
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to the Contract Price
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to £500,000.
- The *end of liability date* is twelve years after the Completion of the whole of the *works*.

**If Option X20 is used (but not if Option X12 is also used)**

- Not used.

**If Option Y(UK)3 is used**

- |        |                        |
|--------|------------------------|
| • term | person or organisation |
| .....  | .....                  |
| .....  | .....                  |
| .....  | .....                  |
| .....  | .....                  |

**If Option Z is used**

- The *additional conditions of contract* are:  
Contract Core Clause Amendments  
and  
Contract Z Clause Amendments

## Part two – Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### Statements given in all contracts

- The Contractor is  
Name.....  
Address.....  
.....
- The *direct fee percentage* is ..... %.
- The *subcontracted fee percentage* is ..... %.
- The *working areas* are the Site and .....
- The key people are  
(1) Name.....  
Job.....  
Responsibilities.....  
.....  
Qualifications.....  
Experience.....  
.....  
(2) Name.....  
Job.....  
Responsibilities.....  
.....  
Qualifications.....  
Experience.....  
.....
- The following matters will be included in the Risk Register  
.....  
.....  
.....  
.....

### Optional statements If the **Contractor** is to provide Works Information for his design

- The Works Information for the *Contractor's* design is in  
.....  
.....  
.....  
.....  
.....

**If a programme is to be identified in the Contract Data**

- The programme identified in the Contract Data is .....

**If the *Contractor* is to decide the *completion date* for the whole of the works**

- The *completion date* for the whole of the works is .....

**Data for Schedule of  
Cost Components**

- The *activity schedule* is .....
- The tendered total of the Prices is .....
- The listed items of Equipment purchased for work on this contract, with an on cost charge, are

Equipment period	time-related charge	per	time
.....	.....	per	.....
.....	.....	per	.....
.....	.....	per	.....
.....	.....	per	.....

- The rates for special Equipment are

Equipment	size or capacity	rate
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

- The percentage for Working Areas overheads is ..... %.
- The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are

category of employee	hourly rate
.....	.....
.....	.....
.....	.....
.....	.....

- The percentage for manufacture and fabrication overheads is ..... %.

**Data for both  
schedules of cost  
components**

- The hourly rates for Defined Cost of design outside the Working Areas are
- | category of employee | hourly rate |
|----------------------|-------------|
| .....                | .....       |
| .....                | .....       |
| .....                | .....       |
| .....                | .....       |
- The percentage for design overheads is ..... %.

- The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside of the Working Areas are

.....

.....

.....

**Data for the Shorter  
Schedule of Cost  
Components**

- The percentage for people overheads is .....%.
  - The published list of Equipment is the last edition of the list published by
- .....
- The percentage for adjustment for Equipment in the published list is
- ..... % (state plus or minus).
- The rates for other Equipment are

Equipment	size or capacity	rate
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....





# **Volume 1B**

## **Tender Response Document**

***Ditherington Demolitions***  
***Contract Ref No. IMN005***

Name of TENDERING  
ORGANISATION  
(please insert)

**EMS Services Limited**

## Shropshire Council Tender Response Document

### Contract Description:

**Demolition of the Arriva Bus Depot, Midland Red Social Club, Rexel Senate Electrical and former Salop Glass buildings in Shrewsbury, Shropshire**

### Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: Property Project Officer, Shared Services, Shropshire Council, Guildhall, Frankwell Quay, Shrewsbury, SY3 8HQ (tel: 01743 281048) (fax: 01743 281047) (email: quoting the contract reference and title.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
  - a) Where the tenderer is an individual, by that individual;
  - b) Where the tenderer is a partnership, by two duly authorised partners;
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

## **Contents**

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<b>You must sign all 4 certificates in sections A1 to A4</b>		
B	Applicant Organisation Details	9
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## **Award Criteria**

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

### **Selection Criteria - Pass/Fail Questions**

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

Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level

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

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

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

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

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References & G Accreditations and Skills Level: If, in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract they may be excluded.

#### **Award Criteria – Weighted Marked Questions**

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

Section / Question No.	Award Criteria	Weighting / Max Marks Available
<b>Price 60% (120 marks)</b>		
Section H / Q 1.1-3	Price	60% / 120 max marks
<b>Total for price</b>		<b>60% / 120 max marks</b>
<b>Quality 40% (80 marks)</b>		
Section H / Q 2.1	Specification	10% / 20 max marks
Section H / Q 2.2	Programme	5% / 10 max marks
Section H / Q 2.3	CVs	5% / 10 max marks
Section H / Q 2.4	Method Statement	10% / 20 max marks
Section H / Q 2.5	Risk Assessment	10% / 20 max marks
<b>Total for quality</b>		<b>40% / 80 max marks</b>

#### **Quality Questions/ Scoring Scheme**

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

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	

<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

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

The tender receiving the highest mark for each category will receive the full % available for that category. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for that category.

#### Price Evaluation and scoring

The most competitively priced tender, based upon a cost model using the tendered direct fee percentage, subcontract fee percentage and schedule of cost components will receive the maximum mark for price being 120. **Less competitive tenders** will receive a %age of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

**Section A:**  
**1. Form of Tender**

**Shropshire Council**

Tender for **Demolition of Various Buildings, Ditherington, Shrewsbury**

I/We, having read the Invitation to Tender delivered to me/us and having examined the documents referred to therein, do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the works described for the sum of:- £114,500.00 (One hundred and fourteen thousand, five hundred pounds) Excl VAT

*Direct fee percentage of 5%.*

*Subcontracted fee percentage of 5%.*

We agree that should obvious errors in pricing and arithmetic be discovered before acceptance of this offer in the priced Specification/Contract Sum Analysis submitted by me/us these errors will be corrected in accordance with Alternative 1 contained in The Alternative Provision of JCT Practice Note 6 (Series 2) "Main Contract Tendering".

This tender remains open for consideration for 90 days from the date fixed for the lodgement of tenders.

We undertake and agree to complete the said works within 26 weeks from date of possession.



Signed

Name:

Date: 23/05/2012

Designation: MANAGING DIRECTOR

Company: EMS SERVICES LIMITED

Address: UNIT 7, OLYMPIC BUSINESS CENTRE, PAYCOCKE RD, BASILDON, ESSEX

Post Code: SS14 3EX

Tel No: 0800 840 0564.

Fax No: 0800 840 0563

E-mail address: [info@consortiagroup.co.uk](mailto:info@consortiagroup.co.uk)

Web address: [www.consortiagroup.co.uk](http://www.consortiagroup.co.uk)

**Section A:**  
**2. Non-Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called "the Council")**

I/We hereby certify that I/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 me/us or acting on my/our behalf has done any such act.

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

Signed (1) \_\_\_\_\_ Status: Managing Director

Signed (2) \_\_\_\_\_ Status: Marketing Manager

(For and on behalf of EMS Services Limited)

Date : 23/05/2012

**Section A:**  
**3. Non-Collusive Tendering Certificate**

Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called "the Council")**

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

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 or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

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

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

Signed (1)  
Status: Marketing Manager

Status: Managing Director Signed (2)

(For and on behalf of EMS Services Limited)

Date: 23/05/2012



### Section A:

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

**No**

If yes, please give details:

[illegible]

**Please note:**

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

Signed (1)

Status: Managing Director

Signed (2)

Status: Marketing Manager

(For and on behalf of EMS Services Ltd.)

Date 23/05/2012

## **Section B:**

### **Applicant Organisation Details**

<b>1.</b>	<b>Applicant Details</b>	
1.1	<p>Name of contracting Company/Organisation: EMS Services Limited</p> <p>Address: Unit 7 Olympic Business centre Paycocke Rd Basildon Essex</p> <p>Postcode: SS14 3EX</p> <p>Tel: 0800 840 0564</p> <p>Email: <a href="mailto:info@consortiagroup.co.uk">info@consortiagroup.co.uk</a></p>	
1.2	<p>Registered name (if different from above): As Above</p> <p>Registered Office Address:</p> <p>Postcode:</p> <p>Company registration number:</p>	
1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name:</p> <p>Job title: Marketing Manager</p> <p>Correspondence Address: Unit 7 Olympic Business centre Paycocke Rd Basildon Essex</p> <p>Postcode: SS14 3EX</p> <p>Tel: 0800 840 0564</p> <p>Email:</p>	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>

(c)	Private Limited Company	✓
(d)	Public Limited Company	
(e)	Charity/Social enterprise	
(f)	Franchise	
(g)	Public Sector Organisation	
1.5	<p>Are you a Small or Medium Sized Enterprise (SME)  <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>YES/NO</p>

<b>2.</b>	<b>Company History/Background</b>	
2.1	Date Company established: 20/12/1983	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	Yes
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address: As above</p> <p>Postcode:</p> <p>Registration Number:</p>	
2.4	<p>How many years has your company been undertaking demolition services?</p> <p>ears.</p>	
2.5	Total number of employees:	
2.6	<p>Total number of employees engaged solely in the demolition services?</p> <p>N/A -</p>	

## **Section C:** **Financial & Insurance Information**

<b>1.</b>	<b>Insurance Details</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Holgate</p> <p>Date policy taken out              30/06/2012</p> <p>Expiry date of the policy          01/07/2012</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>None</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company      Holgate</p> <p>Date policy taken out              30/06/2012</p> <p>Expiry date of the policy          01/07/2012</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>None</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES
<b>2.</b>	<b>Financial Details</b>	
*	<p><i>Why do we need to know this?</i></p>	

	<p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>																				
2.1	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years. <b>(Please insert figures – do not refer to attached accounts)</b>  Also provide copies of your last 3 years audited accounts.  If audited accounts are not available please provide copies of your management accounts</p> <table border="1"> <tr> <th colspan="3"><u>Company</u></th><th>Accounts Enclosed</th></tr> <tr> <th><u>Year</u></th><th><u>Turnover</u></th><th><u>Profit(Loss)</u></th><th></th></tr> <tr> <td>2008/09</td><td></td><td></td><td>YES</td></tr> <tr> <td>2009/10</td><td></td><td></td><td>YES</td></tr> <tr> <td>2010/11</td><td></td><td></td><td>YES</td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Company</u>			Accounts Enclosed	<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>		2008/09			YES	2009/10			YES	2010/11			YES
<u>Company</u>			Accounts Enclosed																		
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>																			
2008/09			YES																		
2009/10			YES																		
2010/11			YES																		
2.2	<p>Please show below your company's turnover in the provision of demolition services, in the last three financial years.  <b>(Please insert figures – do not refer to attached accounts)</b></p> <table border="1"> <tr> <th><u>Year</u></th><th>Turnover in relation to Demolition Services</th></tr> <tr> <td>2008/09</td><td></td></tr> <tr> <td>2009/10</td><td></td></tr> <tr> <td>2010/11</td><td></td></tr> </table> <p>(If exact figures are not available please provide your best estimate of the figures required)</p>	<u>Year</u>	Turnover in relation to Demolition Services	2008/09		2009/10		2010/11													
<u>Year</u>	Turnover in relation to Demolition Services																				
2008/09																					
2009/10																					
2010/11																					

## **Section D:** **Outstanding Claims and Contract Terminations**

<b>1.</b>	<b>Outstanding Claims / County Court Judgements</b>	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	

<b>2.</b>	<b>Contract Terminations/Deductions</b>	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
	None	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	
	None	

## **Section E:**

### **Health & Safety and Equal Opportunities**

<b>1.</b>	<b>Health &amp; Safety at Work</b>	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health &amp; safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: <a href="http://www.hse.gov.uk/">http://www.hse.gov.uk/</a></i></p> <p><i>Looking after your Business: <a href="http://www.hse.gov.uk/business/">http://www.hse.gov.uk/business/</a></i></p> <p><i>Getting Started Step-by-step: <a href="http://www.hse.gov.uk/business/must-do.htm">http://www.hse.gov.uk/business/must-do.htm</a></i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health &amp; Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	YES
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: SSIP</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed: 25/07/2012</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)  Please see attached example	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	If YES to 1.8 please state what training has been given.  Please see attached document.	
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES YES YES
1.11	Does your company have a recognised health & safety management system?  Please give details below:	YES



1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <table border="1" data-bbox="416 241 991 436"> <tr> <td data-bbox="416 241 799 353"></td><td data-bbox="799 241 991 353" style="text-align: center;"><b>Total</b></td></tr> <tr> <td data-bbox="416 353 799 436">No. of accidents reported under RIDDOR last year</td><td data-bbox="799 353 991 436" style="text-align: center;">0</td></tr> <tr> <td data-bbox="416 436 799 465">No. of accidents reported under RIDDOR this year</td><td data-bbox="799 436 991 465" style="text-align: center;">0</td></tr> </table>		<b>Total</b>	No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0
	<b>Total</b>						
No. of accidents reported under RIDDOR last year	0						
No. of accidents reported under RIDDOR this year	0						
1.13	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;"> <p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Please see attached document</p> </td><td style="width: 20%; text-align: center; vertical-align: top;">YES</td></tr> </table>	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Please see attached document</p>	YES				
<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p> <p>Please see attached document</p>	YES						
1.14	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">Will you be using any sub contractors as part of this contract?</td><td style="width: 20%; text-align: center;">NO</td></tr> </table>	Will you be using any sub contractors as part of this contract?	NO				
Will you be using any sub contractors as part of this contract?	NO						
1.15	<p>If YES to 1.14 please give details of who your sub contractors are.</p> <p>N/A</p>						
1.16	<p>If YES to 1.14 how do you ensure they are competent?</p> <p>N/A</p>						
1.17	<p>Where do you get your competent health and safety advice?</p>						

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1.18	<p>Details of the Licenced Asbestos Removal Contractor to whom it is proposed to sub-contract this element of the work. (If it is intended to carry this out in-house, provide a copy of your asbestos licence).</p> <p>Please see attached</p>
1.19	<p>Copy of current Certificate of registration under the Waste and Contaminated Land.</p> <p>Please see attached</p>

2.	Equal Opportunities
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</a></p> <p><i>Useful links for guidance &amp; Information -</i>  <a href="http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/">http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</a></p>
<p>2.1</p>	<p>Do you have an Equal Opportunities Policy or statement which complies with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff) and, accordingly, your practice not to treat one group of people less favourably in relation to race or ethnic origin, disability, gender, sexual orientation, religion or belief or age?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <ul style="list-style-type: none"> <li>- Sex Discrimination Act 1975</li> <li>- Equal Pay Acts 1970 and 1983</li> <li>- Race Relations Act 1976</li> <li>- Disability Discrimination Acts 1995 and 2005</li> <li>- Employment Equality (Religion or Belief) Regulations 2003</li> <li>- Employment Equality (Sexual Orientation) Regulations 2003</li> <li>- Human Rights Act 1998</li> <li>- Equality Act 2006</li> </ul> <p>Enclosed YES</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Disability Equality Duty, Gender Equality Duty and Race Equality Duty as outlined below.</p> <ul style="list-style-type: none"> <li>- Promote equality of opportunity between disabled persons and other persons</li> <li>- Eliminate unlawful harassment and discrimination</li> <li>- Promote positive attitudes towards all people</li> <li>- Encourage participation by disabled people</li> <li>- Take steps to take account of disabled people's disabilities, even where that involves treating disabled people more favourably than other people (recognising that equality of opportunity cannot be achieved simply by treating people with or without disabilities alike).</li> <li>- Take active steps to promote equality of opportunity between men and women when</li> </ul>

	<p>carrying out their functions and activities</p> <p>- To promote good race relations</p> <p>How do you promote disability equality, gender equality and race equality towards both users and employees as part of your operations?</p> <p>Please see attached equality policy</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	<p>If YES to 2.3, please give details.</p> <p>N/A</p>	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission (or Commission for Racial Equality, the Equality Opportunities Commission and/or the Disability Rights Commission prior to October 2007) on grounds of alleged unlawful discrimination?	NO
2.6	<p>If YES to 2.5, please give details.</p> <p>N/A</p>	
2.7	<p><b>(NB Organisations with less than 5 employees are not required to respond to questions 2.7, 2.8 and 2.9)</b></p> <p>Is your policy on equality and diversity set out?</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees, recognised trade unions or other representative groups or employees</p> <p>(c) In recruitment advertisements or other literature?</p> <p>Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.</p>	<p>YES</p> <p>YES</p> <p>YES</p>

	Please tick here if enclosed	<input checked="checked" type="checkbox"/>	
2.8	<p>Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities?</p> <p>Provide evidence of the above.</p>		
2.9	<p>Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance?</p> <p>Provide evidence of the above.</p> <p>Please see attached equality policy</p>		
2.10	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.7, 2.8 and 2.9 if they increase their number of staff above 5.</p> <p>Confirmed</p>		N/A

## **Section F:**

### **Contract Experience and References**

<b>1.</b>	<b>Contract Experience and References</b>				
1.1	Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.				
	<b>Name of Organisation/Company</b>	<b>Contact Name &amp; Address</b>	<b>Value of Contract (£)</b>	<b>Nature of work undertaken</b>	<b>Contract Dates (From – To)</b>
1				Asbestos Removal & Demolition of Cornelius Vermuyden School	
2				Asbestos removal to residential buildings	Feb 2007 - Ongoing
3				Demolition of Garages including asbestos removals	2011 - present
4					
5					
6					
7					
8					
9					

10						
----	--	--	--	--	--	--



2.	
2.1	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required works.</p>

## **Section G:**

### **Accreditations and Skills Level**

<b>1.</b>	<b>Accreditations</b>				
<b>1.1</b>	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application e.g. National Federation of Demolition Contractors.</p> <p>Please state whether the award belongs to the company or an individual.</p>				
	<b>Name of Awarding Organisation/Body</b>	<b>Level of Accreditation</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>	
	<p>Please see attached document.</p>				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES
<b>1.2</b>	Please state any formal quality assurance systems relevant to this contract, which your company operates e.g. ISO9001 and ISO14001 or equivalent.				
	<b>Name of Awarding Organisation/Body</b>	<b>Registration Number</b>	<b>Name of Quality Assurance System</b>	<b>Date Achieved</b>	<b>Date of Expiry/ Renewal</b>
			Health and Safety Management System		12/10/2012
			Environmental Management system		18/06/2012
			Quality Management System		18/06/2012

	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES

## **Section H: Tender Schedule**

<b>1.</b>	<b>Pricing Schedule</b>
	<p>Please provide the following: -</p> <ul style="list-style-type: none"> <li><b>1.1</b> Direct fee percentage.</li> <li><b>1.2</b> Subcontracted fee percentage.</li> <li><b>1.3</b> Data for Schedule of Cost Components</li> </ul>

<b>2.</b>	<b>Tender Specification Response</b>
	<p>Please provide the following: -</p> <ul style="list-style-type: none"> <li><b>2.1</b> Details of how your proposals meet the standards required in the Council's Specification</li> <li><b>2.2</b> A programme for the works</li> <li><b>2.3</b> Details (CVs) of the individuals to perform the contract</li> <li><b>2.4</b> A sample Method Statement</li> <li><b>2.5</b> A sample detailed and recorded "Risk Assessment" for the works.</li> </ul>





personal info

EMS Services Ltd  
South East Division  
Unit 7  
Olympic Business Centre  
Paycocke Road  
Basildon  
Essex  
SS14 3EX

Surveying Team  
Shared Services  
Guildhall  
Frankwell Quay  
Shrewsbury  
SY3 8HQ

Date: 3 August 2012  
My ref: IME/HH  
Your ref:

Dear Sirs

**SHREWSBURY  
BUS DEPOT, MIDLAND RED SOCIAL CLUB AND REXEL SENATE BUILDING  
DEMOLITION OF THREE BUILDINGS**

Please find enclosed a signed letter of intent for your records.

Please accept this letter as formal confirmation of contract award for the above contract (Tender No. IMN005).

If you require any further information, please do not hesitate to contact the undersigned.

Yours faithfully