



Invitation to Re - Tender for:

**The Design and Installation of a New Exhibition at
Llancaiach Fawr Manor, Gelligaer Road, Nelson,
Treharris CF46 6ER**

Tender issued by CCBC Building Consultancy

TABLE OF CONTENTS

A INSTRUCTIONS TO TENDERERS

B GENERAL REQUIREMENTS

B1 AWARD CRITERIA

B2 SUB CONTRACTING

B3 HEALTH AND SAFETY

B4 ASBESTOS

B5 CONDITIONS OF CONTRACT

C TENDER RETURN INFORMATION

C1 SUPPLIER DETAILS

C2 FORM OF AGREEMENT

C3 HEALTH AND SAFETY EVALUATION

C4 INSURANCE

C5 PRICING SCHEDULE AND DECLARATION

C6 QUALITY QUESTIONS SUBMISSION

APPENDICES

1 CONTRACT REQUIREMENTS AND SPECIFICATION

2 AVAILABLE ASBESTOS INFORMATION

3 PRE CONSTRUCTION INFORMATION PACK

4 DRAWINGS

A. INSTRUCTIONS TO TENDERERS

- 1 You are invited to submit a tender for the design, fabrication and Installation of a new orientation exhibition within the Visitor Centre and external interpretation panels within the grounds of Llancaiach Fawr Manor in Nelson. The scope of the project is fully described in this ITT but includes:

- **Design, Fabrication and Installation of Orientation Exhibition**
- **Design, Fabrication and Installation of Exterior Panels within the Grounds.**

If for any reason you do not intend submitting a tender please notify the Authority as soon as possible by emailing Fran Gully gullyf@caerphilly.gov.uk.

- 2 Tenders will be subject to the conditions set out in this document. Offers made subject to additional or alternative conditions will not be considered and will be rejected on the grounds of such conditions alone.
- 3 It is the responsibility of the tenderer to obtain for himself at his own expense all information necessary for the preparation of his tender.
- 4 The Authority shall not be responsible for any costs, charges or expenses incurred by your company in the preparation of your bid and accepts no liability for any such costs, charges or expenses should the project, for whatever reason, be cancelled.
- 5 Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of the tender. The tenderer must satisfy himself by his own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccurate information obtained by the tenderer.
- 6 All information supplied by the Council in connection with this invitation to tender shall be regarded as confidential by the tenderer except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the tender.
- 7 The tender forms must not be altered in any way and under no circumstances will any amendment be allowed after it has been received. A fully compliant tender is required and any alternative proposals permitted by the ITT document must be in addition to this.
- 8 The tender must be signed by the person tendering or in the case of a Limited Company by a person duly authorised by the Company on its behalf.

9 The tender must be submitted before the due date and shall comprise:

Documents to be returned that will form the tender

C1 Supplier Details	Completed
C2 Form of Agreement	Completed and signed
C3 Health and Safety Evaluation	Completed and signed Plus copies of the asbestos awareness training certificate for two of the proposed project staff
C4 Insurance	As specified in Section C4
C5 Pricing Schedule and Declaration	Completed and signed
C6 Quality Questions	Completed

- 10 The tender will only be considered if it is received duly sealed in a plain envelope with the return sticker attached. There must be no mention of the sender's name or any other way of identifying him from the envelope.
- 11 **The tender should be returned to the Head of Procurement no later than 12 noon on Friday 9th September 2016.**
- 12 Tenderers are required to keep their offers open until 4 months after tender return.
- 13 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept any tenders either as a whole or as regards any one or more items as thought fit, each item being regarded for this purpose as having been tendered for separately.
- 14 The Council reserves the right to terminate the Contract at any time after award. In this case reasonable costs actually incurred by the Contractor to the point of termination shall be reimbursed but compensation for indirect costs including loss of profit will not be considered
- 15 Tenderers should visit the site. Visits must be arranged via Diane Walker Tel 01443 412248. Any tender queries must be submitted by email to Joanne Morling morlij@caerphilly.gov.uk at least 5 working days prior to the tender return date. Queries received after this will not be actioned. Responses to tender queries will be copied to all tenderers.
- 16 Tenderers may be required to make available key members of their delivery team to demonstrate their understanding and approach as outlined in the Tender and to allow the Council an opportunity to clarify any aspect of the Tender. Further requirements may be separately advised during the tender process.
17. If the tender figure exceeds the budget the Authority reserves the right to enter into dialogue with the preferred bidder to value engineer the project.

GENERAL REQUIREMENTS

B1. AWARD CRITERIA

EVALUATION & AWARD CRITERIA

1. Assessment Criteria

Tenders will be judged and assessed by the Employer on the basis of Most Economically Advantageous Tender (MEAT) criterion taking account of both price and quality.

2. Evaluation – Price and Quality

Each tender submission will be assessed by a panel (minimum of 2 officers) which will make recommendations to The Council based upon the quality and commercial submissions. The weightings attached to these elements are as follows:

ELEMENT	PRICE	QUALITY
	40%	60%
TOTAL		100%

The lowest price submitted will be awarded the full 40% with other submissions weighted against this accordingly. **Only compliant tenders ≤£75,000.00 will be considered.**

Eg $\frac{\text{Lowest Tender Price}}{\text{Company Tender Price}} \times 40 = \text{Company Overall Price Score}$

The quality element of the tender will be assessed with the submission achieving the highest total quality score being awarded the full 60% quality weighting with other submissions weighted against the highest score accordingly.

Eg $\frac{\text{Company Total Quality Score}}{\text{Highest Total Quality Score}} \times 60 = \text{Company Overall Quality Score}$

Each Company's Overall Price Score will be added to their Overall Quality Score to produce the Overall Total Score. The Company scoring the highest Overall Total Score will be ranked number one and will be identified as the preferred bidder. It is intended that the preferred bidder will be invited to attend an interview to present their vision of the project to Building Manager and client team. The Authority reserve the right to reject the preferred bidder following this stage.

The Project Evaluation Team will consider all responses submitted by contractors within the Invitation to Tender. Relevant Officers will score and comment on the responses received where indicated and as detailed within the score criteria.

Each of the four quality questions identified in Table 2 below will be marked out of 40.

Note if a mark of 8 or below is given (Not acceptable or Major Concerns - Scoring Methodology Table 1) against a “marked” question then the associated tender submission will be deemed as a failed response and the tender will be rejected and not considered further.

The following scoring methodology model will be used for assessing responses to questions that are allocated a percentage and are to be ‘Scored’. The information submitted by Tenderers will therefore be used to assess the quality marks.

Table 1 – Scoring Methodology

Capability	Evidence Provided	Score	Remark
Bidder is likely to be able to meet the needs of the Council.	Evidence of relevant ability, understanding, experience, skills, resource and quality measures required to provide the services relative to the project is consistent, comprehensive, compelling, directly relevant to the project in all respects and highly credible (by being substantiated by independent sources where possible.)	40	Absolute Confidence
	Evidence of relevant ability, understanding, experience, skills, resource and quality measures required to provide the services relative to the project is sufficient (in qualitative terms), convincing, and credible.	32	Confidence
Small risk that bidder will not be able to meet the needs of the Council.	Evidence of relevant ability, understanding, experience, skills, resource and quality measures required to provide the services relative to the project has minor gaps, or to a small extent is unconvincing, lacks credibility or irrelevant to the project.	24	Minor Concerns
Moderate risk that the bidder will not be able to meet the needs of the Council	Evidence of relevant ability, understanding, experience, skills, resource and quality measures required to provide the services relative to the project has moderate gaps, is unconvincing.	16	Moderate Concerns
Significant risk that the bidder will not be able to meet the needs of the Council.	Evidence of relevant ability, understanding, experience, skills, resource and quality measures required to provide the services relative to the project has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant to the project.	8	Major Concerns
Bidder will not be able to meet the needs of the Council.	No evidence or misleading evidence.	0	Not acceptable

Table 2 – Award Criteria & Scores

ITT Section Ref.	Award Criteria	Max Points	Max Weighted Score
QUALITY			
3.0 - Quality Question Response	Question 1 – Organogram (non scored question)	0	0%
	<u>Question 2</u> – Essence of 17 th Century	40	15%
	<u>Question 3</u> – Needs of diverse age groups	40	15%
	<u>Question 4</u> – Consideration of bilingual exhibition	40	15%
	Question 5 – Overview of Design Team	40	15%
SUB TOTAL QUALITY			[60]%
PRICE			
COMPANY OVERALL PRICE SCORE			[40]%
TOTAL			
			100%

The Council may hold post Tender discussions for the purpose of clarifying or supplementing the content of tenders or the requirements of the Council.

3. Quality Questions

You are requested to provide answers to the following questions, your response should be succinct, clearly covering each question within this section 3 with a minimum Font of Arial 11 (No promotional brochures are required).

The questions are to be completed and attached to the appropriate question on the eTendering system (Section B – Tender Response Questions), should you require further documents to be included as part of your response you can upload these in the general 'Documents' section of the system but please ensure that the document is clearly titled with the system question number.

Your responses should be specific to the New Exhibition Space Project. Responses that are considered to be generic are likely to attract a low score and may score 0 in accordance with the scoring methodology.

The Quality Submission must follow the structure of and consist of responses to each of the questions below. Attachments other than those stated below are not required and will not be scored. Each question must be answered comprehensively and individually and should not cross-refer to answers or part of answers provided in response to other questions.

All responses should, where relevant, be illustrated, wherever possible, with examples drawn from the Tenderer's experience and should provide evidence to demonstrate the Tenderer's competencies relevant to this project.

3.1 QUESTION 1

Proposed Design and Installation Team (non scored question - mandatory for information, a response must be provided)

Please provide your proposed organogram structure outlining individual and company names, and roles and responsibilities for your proposed management, delivery, design and support teams. Include names of all key installation and design individuals.

Page limit = 1 No A3 or A4 sheet.

3.2 QUESTION 2

Weighting (15%) (0 – 40 Marks)

The main function of the exhibition space is to set the scene for the experience of the live first person interpretation in the Manor and to give an understanding of the Civil War period and the main protagonists. Please provide an overview of how you intend to graphically capture the essence of the 17th Century together with examples of methods used in similar projects you have worked on.

Page Limit = Maximum of 4 sides of A4 at size 12 font

3.3 QUESTION 3

Weighting (15%) (0 – 40 Marks)

Llancaiach Fawr Manor caters for visitors of a wide age range as outlined in Section 7 of the Employers requirements, as well as school visits, especially KS2 (8 – 11 yr old) school groups. Please describe how you propose to cater for the needs of a diverse age group giving examples of design approaches used in similar projects. Give examples of the type of low tech/low maintenance interactives you propose to include in the exhibition.

Page Limit = 4 sides A4 per practice at size 12 font

3.4 QUESTION 4

Weighting (15%) (0 – 40 Marks)

A bilingual exhibition is essential to the success of the project. What do you consider to be the main design considerations of a bilingual exhibition with reference to the Welsh Language Standards Regulations (No. 1) 2015.

Page Limit = Maximum of 4 sides of A4 at size 12 font.

3.5 QUESTION 5

Weighting (15%) (0 – 40 Marks)

Provide CV's of Consultancy Director, Creative Director and Graphic Designer.
The CV should:

- List academic and professional qualifications
- Previous experience of similar projects.
- Highlight projects which were exceptionally good in terms of cost, quality and timeliness and give details.

Page Limit = Maximum of 4 sides of A4 at size 12 font.

GENERAL REQUIREMENTS

B2. SUB-CONTRACTING

Where sub-contractors are utilised the Contractor must:

- Undertake the duties of a Principal Contractor as required by the CDM Regulations 2015 including preparing the construction phase plan.
- Ensure that all sub-contractors are competent and have the necessary training and qualifications to carry out the work
- Ensure all sub-contractors are fully briefed on the requirements of the Contract and of the Authority to include health and safety matters, asbestos, high risk work and site specific risks and restrictions.
- Co-ordinate and monitor their performance and take action where appropriate

Where the Contract Administrator considers that a given sub-contractor is not suitably skilled and experienced to carry out work under the contract or does not demonstrate appropriate health and safety cultures and procedures, the Contractor shall remove that sub-contractor from site upon instruction to do so from the Contract Administrator.

GENERAL REQUIREMENTS
B3. HEALTH AND SAFETY

DISCLOSURE AND BARRING SERVICE (DBS) CRIMINAL RECORD CHECKS

DBS Criminal Record Checks are not required for personnel engaged on this contract.

CDM REGULATIONS 2015

In all cases the successful contractor shall prepare a construction phase plan before work commences on site. The plan shall set out how health and safety will be managed and the complexity of the plan shall be commensurate with the complexity of the project in terms of health and safety risks.

This project is not notifiable. Tenderers should be aware of the following abnormal project risks:

- See below.

METHOD STATEMENTS FOR HIGH RISK WORK

The Authority requires that every Contractor produces method statements prior to undertaking any high risk activity. Examples of high risk activities are listed in the Table 1. It is the Contractor's responsibility to ensure method statements are in place in good time to allow proper work planning and that all relevant personnel fully comply with a given method statement. The method statements must be held of site and be available for inspection at any time by the CA and/or Clerk for Works. Any delay to the contracted works because a method statement was not adequate shall be wholly the responsibility of the Contractor.

In addition to the above method statements for the following critical activities shall be submitted to the Contract Administrator at least 5 working days before the work is scheduled to commence for review and comment prior to the work commencing:

- *Works that will disrupt the normal operation of a building and grounds that remains in use during the works. Segregation of the public from construction/installation activities*

Table 1 Examples of High Risk Activities Requiring a Written Method Statement

Type of Work	Examples
Asbestos	Removal of Artex ceiling, any work on identified ACMs, any work where presence of ACMs is assumed
Demolition	Demolition of any structure with any load bearing capacity
Steel Erection	Erection of the steel frame of a building or other structure
Confined Spaces	Any work in a confined space as defined in the Confined Spaces Regulations 1997 "confined space" means any place, including any chamber, tank, vat, silo, pit, trench, pipe, sewer, flue, well or other similar space in which, by virtue of its enclosed nature, there arises a reasonably foreseeable specified risk;
Use of Explosives	Any use of explosives, including fireworks
Scaffolding	Construction of any scaffolding, whether for use as a working platform or for structural support, regardless of height
Excavations or work where the ground conditions are poor	The creation of and work in any excavation, for example, excavation includes any trench, well, shaft, tunnel or underground working. Work where ground conditions are poor (e.g. very uneven, very muddy, high water table, surface water pooling, very soft clay, gravel etc.) NOTE: Specific method statements and risk assessments not required for excavations less than 1m and hand dug except where ground conditions are poor
Tunnelling	Any work as defined under BS 6164: 2001 – Safety in tunneling
Piling or Drilling	Any Piling or Drilling (using Drilling Rig) Operations
Work on, over or near water where there is a direct risk of drowning	Any work on or near to a water course where there is a risk of drowning e.g. grass cutting on a canal bank, any work ON water
Road Works	Works on the carriageway of any public highway (OR any works which fall under the scope of Chapter 8 of the Traffic Signs Manual)

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Grit blasting, shot blasting, high pressure water jetting.	Any grit blasting, shot blasting, high pressure water jetting.
Roofwork, overhead work or activities where there is a potential for falls below ground level.	Any work at height where fall potential >1.5m or where fall potential less but potential risks are high – eg falling onto a busy road or into fast moving water.
Bridgeworks	Repair or installation
Contaminated buildings or sites	Any work on land or buildings known or suspected to be contaminated (e.g. by oils, fuels or heavy metals) as defined under the Environmental Protection Act 1990 – ‘any land which appears ... to be in such a condition, by reason of substances in, on or under the land, that: 1. significant harm is being caused or there is a significant possibility of such harm being caused; or 2. pollution of controlled waters is being, or is likely to be, caused.
Hot work	High risk hot works, e.g. hot works in attic spaces and plant rooms NOTE: All hot works require inspection by the contractor 30 minutes after completion; high risk works require a second 30 minute inspection.
Exposure to hazardous substances	Any work where there is the potential for exposure to hazardous substances, as defined under the Control of Substances Hazardous to Health 2002
Work on or near services – water, gas and electricity. This includes overhead, temporary or buried services	Any work on water, gas or electrical services which results in multiple days work or on multiple locations or live work.
Work that will disrupt the normal operation of the building or will disrupt staff	Switching off electrical circuits, heating, ventilation or cooling. Blocking staff movement. Moving heavy equipment within the building.
Potential Hazard to members of the public.	Any work where there is a significant risk to members of the public which cannot be removed
Stability of structures whilst carrying out construction work, including temporary structures and existing unstable structures.	Any work on or around a structure which is, or is suspected to be structurally unsound or liable to collapse due to damage or deterioration. Any work on a building or structure which is not yet structurally sound during the construction process
Work on or near fragile materials	Work on or near fragile materials which are likely to break when weight is placed on them e.g. fragile roofs, unstable structures
Mechanical lifting operations e.g. use of cranes, forklifts etc	Any lifting operation which would require a lifting plan under LOLER
Work in a caisson or compressed air working.	Any work in a caisson. Any construction type work such as tunnelling, pipe-jacking and shaft sinking operations, including the use of tunnel boring or shaft excavating machinery, carried out in a compressed air environment as per the Work in Compressed Air Regulations 1996
Use of hazardous substances where there is a need for health monitoring	Any work USING hazardous substances that has a requirement for health surveillance e.g. work on ACMs, work with lead, work with isocyanates
Work on wells, underground earthworks or tunnels	Any work on or in wells, underground earthworks or tunnels which is not already covered by any of the categories above (e.g. confined spaces, work near fragile materials, structural stability, work at height, work near services etc)

GENERAL REQUIREMENTS **B4. ASBESTOS**

ASBESTOS REGISTER

It is Council policy and a condition of this contract that all contractors staff sign the asbestos log book for the premises and read the asbestos survey and any associated prohibitions or restrictions relating to the site at commencement of each visit to an Authority building.

ASBESTOS AND ASBESTOS RECORDS

Asbestos is or may be present in the building

Asbestos is known to be or has been presumed to be present in the building/on the site; however the works have been assessed and will not involve working with/on asbestos containing materials.

DISTURBANCE OF ACMS

Asbestos was not identified or presumed within the work area therefore there will be no disturbance caused to asbestos containing materials as part of these works.

ASBESTOS TRAINING REQUIREMENTS FOR CONTRACTOR'S PERSONNEL

The successful contractor shall ensure that a robust process is in place to ensure personnel are trained to the standards set out below prior to them arriving on site and must be able to produce evidence of this on request. Failure to comply with these mandatory requirements could result in the Contract being terminated.

It is an Authority requirement that all personnel carrying out work on Authority buildings have received **asbestos awareness training** from a suitably accredited provider (UKATA/IATP/BOHS/ASHEeLA) within the previous 12 months.

In addition to the foregoing the works may require notifiable or non-notifiable asbestos work or the removal or disturbance of non-licensed asbestos products or access into potentially contaminated areas and as a consequence all personnel engaged in this work must also have received **Task Specific Work with Non-licensed Asbestos Products training from a UKATA/IATP registered provide.**

GENERAL REQUIREMENTS
B5. CONDITIONS OF CONTRACT

THE CONTRACT

The Conditions of Contract shall be the **Caerphilly County Borough Council Terms and Conditions, Version BC1 Oct 2012**

FORMING THE CONTRACT

The successful Contractor shall be required to enter into a formal contract before work under the Contract commences. The Contract shall be formed by an exchange of letters.

TENDER RETURN INFORMATION
C1. SUPPLIER DETAILS

Please provide the following relevant information. Any communication from the council by letter, fax or telephone will be made using the information below.

Tenderer:	
Primary Contact:	
Position:	
Address:	
Post Code:	
Telephone Number:	
Email Address:	
VAT Registration Number (if applicable):	

TENDER RETURN INFORMATION **C2. FORM OF AGREEMENT**

I/WE:

1.0 FORM OF AGREEMENT

Having read the Tender Documents and Standard Conditions of Contract, do hereby tender and undertake to execute and complete the Goods, Services and/or Works in accordance with the Contract Documents for the sum as set out in the pricing schedule.

Agree that the insertion of any conditions qualifying this tender or any unauthorised alteration to any of the tender documents shall not affect the Standard Conditions of Contract and that such action will cause the tender to be rejected.

Agree that this tender shall remain open to be accepted or not by the Council for a period of four months from the closing date for the receipt of tenders stated in the Instructions to Tenderers.

Unless and until a formal agreement is prepared and executed to which I/We undertake to execute, this tender together with your acceptance thereof in writing, shall constitute a binding contract between us.

Understand that you are not bound to accept the lowest or any tender you may receive.

Certify that this is a bona fide tender.

2.0 CANVASSING STATEMENT

Certify that no canvassing or soliciting of any member, officer or employee of the council and/or any other companies in the group of which the council forms part, in connection with the award of the tender or any other tender or proposed award of the Tender for the services, goods and/or works and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

Further hereby undertake that no future canvassing or soliciting of any member officer or employee of the council in connection with this Tender or any other Tender or proposed Tender for the services, goods and/or works and that no person employed or acting on my behalf will do any such act.

3.0 COLLUSIVE TENDERING STATEMENT

In recognition of the principle that the essence of selective tendering is that the council shall receive bona fide competitive tenders from all those tendering.

The tender submitted herewith is a bona fide tender intended to be competitive

We have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

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

- Communicate to any person other than the council (as part of formal tender document) the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tenders was essential to obtain insurance premium quotations required for the preparation of the tender)
- Enter into any agreement with any other person/organisation that may take part in the tendering process
- Offer, pay, give or agree to give any sum of money or valuable consideration to any member, officer or employee of the council or any person/organisation that may take part in the tendering process

4.0 EQUALITIES AND WELSH LANGUAGE COMMITMENT

Caerphilly County Borough Council considers it essential that all organisations wishing to provide a product or service on its behalf are able to demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment, service delivery and training for all. The Council's Equalities statement makes this clear by noting that - "We will also work to create equal access for everyone to our services, irrespective of ethnic origin, sex, age, marital status, sexual orientation, disability, gender reassignment, religious beliefs or non-belief, use of Welsh language, BSL and other languages, nationality, responsibility for any dependents or any other reason which cannot be shown to be justified."

The Supplier shall ensure that it complies with all relevant requirements of current Equalities legislation, regulations and duties in force and by signing below, agrees to provide those goods or services in a manner consistent with the Council's Strategic Equality Scheme and Welsh Language Scheme. These can be found at www.caerphilly.gov.uk/equalities. Further the Supplier agrees to provide any relevant Equalities monitoring information as may be required by the Council to ensure compliance.

If you require further guidance, information or support on Procurement, or Equalities and Welsh Language issues, please contact either procurement@caerphilly.gov.uk or equalities@caerphilly.gov.uk

5.0 SUSTAINABLE PROCUREMENT POLICY

The Council recognises the important role that Procurement has in contributing to the Council's objectives relating to sustainable development, by operating sustainably, by carrying out purchasing activities to maximise economic, environmental and social benefits, and by leading by example.

We aim to minimise the negative economic, environmental and social impacts whilst maximising the benefits of the products and services we purchase. For more detail on our Sustainable Procurement Policy please refer to our Internet site at www.caerphilly.gov.uk

6.0 FREEDOM OF INFORMATION

The Freedom of Information Act 2000 applies to all activities of Caerphilly County Borough Council.

As a supplier/tenderer/partner/customer/agency providing services to Caerphilly County Borough Council, you should be aware of the authority's obligations and its responsibilities under the Freedom of Information Act 2000 to provide on request access to recorded information held by it. One of the consequences of those new statutory responsibilities is that information which the authority holds about your organisation may be subject to disclosure, in response to a request, unless the authority decides that one of the various statutory exemptions applies.

Please remember that the Freedom of Information Act applies to all information held by the Council and this means that even if we had a contract with you some years ago we would have to provide information on that contract to somebody asking for that information should such disclosure be required under the Act.

The Act allows a council to refuse to give information in certain circumstances:-

(a) where the information was given in confidence and breach of that confidence could give rise to legal proceedings; and

(b) where information if disclosed would prejudice the commercial interests of any person. This provision is subject to a "public interest" test, which means that the council has to decide whether the public interest in withholding the information outweighs the public interest in disclosing it.

The Council will have to take a decision in each case applying those two tests above - even if the Council said "no we are not disclosing" the Information Commissioner or the Court could take a different view and override that decision.

In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, the authority may consider it appropriate to ask you for your views as to the release of any information before the authority makes its decision as to how to respond to a request. In dealing with the requests for information under the Act,

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Caerphilly County Borough Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

If, at any stage of the contracting process, you provide any information to the authority 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.

Caerphilly County Borough Council cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

In certain circumstances where information has not been provided in confidence, the authority 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 by the authority.

7.0 DATA PROTECTION

The Authority and its providers have a duty to comply with the Data Protection Act 1998. The processing of personal data includes obtaining, recording, holding or carrying out any operation on the data. The Data Protection Act 1998 requires that data protection controllers process and access data in accordance with the following eight principles:-

- fairly and lawfully processed;
- processed for limited purposes;
- adequate, relevant and not excessive;
- accurate;
- not kept longer than necessary;
- processed in accordance with individuals' rights;
- kept secure;
- not transferred to countries outside the European Economic Area without adequate protection.

Any information and data provided by the Authority to the Company and used by the Company directly or indirectly in the performance of this Agreement shall remain at all times the property of the Authority. It shall be identified, clearly marked and recorded as such by the Company on all media and in all documentation. The Company shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Authority's data and information.

In the event of termination of this Agreement the Company shall when directed to do so by the Authority, and instruct all its agents and sub contractors to, erase or safely dispose of all information and data provided by the Authority and all copies of any part of the information and data provided by the Authority from the Company's systems and

magnetic data.

The Company agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in (as amended from time to time):

- The Data Protection Act 1998
- Equalities Act 2010
- The Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998
- The Consumer Protection Distance Selling Regulations 2000

All personal data acquired by Company from the Authority shall only be used for the purposes of this Agreement and shall not be further accessed, processed or disclosed without the consent of The Authority.

Nothing in this Agreement shall oblige the Authority to disclose any information to the Company if it is of the view that to do so would be a breach of the Data Protection Act 1998.

The Company shall indemnify the Authority for any breach of the legislation in clause 5 above which renders the Authority liable for any costs, fines, claims or expenses howsoever arising.

In fulfilment of its obligations under Clause 5 the Company will have in place and will maintain at all times the Information Standards which will deal comprehensively with:

- The protection of the confidentiality, integrity and security of all information supplied to the Company by the Authority;
- The audit and accounting procedures in place to deal with the requirements of this clause;
- The reliability and training of staff to ensure awareness of (and compliance with) their obligations set out above.
- Any other measures and procedures to ensure that the Company's obligations set out above are met.
- Disposal of data in accordance with the Authority's instruction.

The Company agrees to:

- Provide the Authority with such information and access to its premises (upon giving reasonable notice) as the Authority may reasonably require to satisfy itself that the Company is complying with the obligations referred to in this clause

ITT for Llancaiach Fawr - Exhibition

- Make such application for a change in its notification and take such other steps as may be reasonably practicable to afford the Authority access to information which is reasonably required by the Authority. in connection with or for any purpose connected with its rights and obligations under this Agreement.
- The Company shall take all reasonable steps to ensure that all its agents, partners and sub contractors comply with the all the provisions set out above whenever they are processing or accessing the Authority's information or data as part of this Agreement.
- Enter into the Authority's Data Processor or Data Controller Agreement or both if deemed necessary along the lines of the draft models attached here subject to any specific amendments that the council may require.

8.0 DECLARATION

I/We

Of

Hereby confirm that I/We have read and understood the content of this Schedule, that is

- 1 **Form Of Agreement**
- 2 **Canvassing Statement**
- 3 **Collusive Tendering Statement**
- 4 **Equalities And Welsh Language Commitment**
- 5 **Sustainable Procurement Policy**
- 6 **Freedom Of Information**
- 7 **Data Protection**

and agree to be bound by the terms herein. I/We hereby submit an offer in respect of this Tender, and offer to perform, fulfil and keep all the obligations of the Contractor in accordance with the Conditions and Specification, all for the sums properly due under the Contract as calculated in accordance with the prices submitted. I/We confirm that I/We are fully conversant with all Tender Documents, and that this tender is submitted strictly in accordance with such Documents and the Instructions to Tenderers and is without any conditions or qualifications whatsoever. I/We certify that the information supplied by myself/us is accurate to the best of my knowledge.

Signed: **Print Name:**.....

Position:.....

Date:..... **ON behalf of:**.....

TENDER RETURN INFORMATION

C3. HEALTH AND SAFETY EVALUATION

It is a CCBC mandatory requirement that construction contractors employed by CCBC are accredited to a SSIP scheme. Please provide the information requested below.

1	Which SSIP scheme are you accredited to?	
2	What date does your current accreditation expire?	
3	If you have an accreditation certificate please attach a copy to this form. Copy attached? If you don't have an accreditation certificate please provide your accreditation number here	<u>YES / NO</u>
4	It is an Authority requirement that all personnel carrying out work on Authority buildings have received asbestos awareness training from a suitably accredited provider (UKATA/IATP/ BOHS/ASHEeLA) within the previous 12 months. Please confirm that all staff engaged on this project will have received the required training.	<u>YES / NO</u>
5	Please provide copies of the asbestos awareness training certificate for two of the proposed project staff with your tender. Copies enclosed?	<u>YES / NO</u>
6	Do you intend sub-contracting any of the works?	<u>YES / NO</u>
7	Only if you answered YES to Q6 - you must have procedures in place to assess the competence of sub-contractors, to instruct those sub-contractors on the Authority's requirements and to monitor those sub-contractors. Please provide those procedures with your tender. Procedures enclosed?	<u>YES / NO</u> <i>Note if you intend sub-contracting any of the works and don't have suitable procedures in place your tender will be rejected.</i>
Declaration I declare that the answers provided above are to the best of my knowledge true and accurate. Signed: _____ Print Name Date Position..... On behalf of:.....		

TENDER RETURN INFORMATION
C4 INSURANCE

It is a requirement of this Contract that the successful tenderer maintains the following insurance throughout the duration of the Contract period:

- **Employers Liability** - minimum cover of £5,000,000
- **Public Liability** - minimum cover of £5,000,000

Tenderers are required to return proof that they can provide the required insurance cover with their Tender. Copies of the current certificates preferred.

TENDER RETURN INFORMATION
C5. PRICING SCHEDULE AND DECLARATION

PRICING GENERAL

The tender price must be based on the requirements of the entire ITT document.
The contractor shall include for all works and materials, whether specifically mentioned or otherwise necessary to complete the works in accordance with the contract documents, drawings and specification.

Cost To Complete The Works	£.....
Contingency Sum	£5,000.00
TOTAL TENDER PRICE	£..... And in words

DECLARATION

I certify that the details given in this pricing schedule above are correct and accurate, giving consideration to the requirements of the ITT and the period of the contract

Signed:**Print Name:**.....**Position:**.....**Date:**.....**ON behalf of:**.....**For CCBC Official Use Only:****Opened By:****Witnessed By:****Date:****Time:****Tender Ref**

APPENDIX 1 CONTRACT REQUIREMENTS

- ***CONTRACT REQUIREMENTS***
- ***CAERPHILLY CBC TERMS & CONDITIONS Version BC1, October 2012***

APPENDIX 2 AVAILABLE ASBESTOS INFORMATION

- **ASBESTOS GUIDANCE NOTE**

