**SEVENOAKS DISTRICT COUNCIL**

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| Council Offices  Argyle Road  Sevenoaks  Kent  TN13 1HG |  |

invitation to TENDER

for

WORKS FOR REPLACEMENT AIR HANDLING UNIT AT SEVENOAKS LEISURE CENTRE

Including:

Selection Questionnaire Evaluation Criteria

Standard Selection Questionnaire

Specification

Form of Tender

Collusive Tendering Certificate

Schedule of Commercially Sensitive Information

Specific Terms of Contract

Closing date for receipt of Tenders is noon on Tuesday 24 August 2021

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# SEVENOAKS DISTRICT COUNCIL

## Invitation to Tender for the WORKS FOR replacement Air handling unit at sevenoaks leisure centre

## General Information and Instructions for Tendering

### The Council

* 1. The District of Sevenoaks has a population of approximately 117,000 and extends from Swanley in the north to the East Sussex border in the south and from Seal in the east to Westerham in the west.

### Summary of Invitation to Tender

* 1. The District Council of Sevenoaks invites tenders from Tenderers for:

Replacement of existing end of life air handling units (AHUs) with new comparable, compatible, compliant units to serve the air handling requirements for the main & teaching pools. All associate works to enable the new units to work correctly with the existing building management system (BMS) and the existing air handling ducts. Any alterations required to the existing systems must be included within this tender.

* 1. The Contract Term shall be for the duration of the Works in accordance with the submitted tender.
  2. Persons or companies selected to submit tenders are advised to ensure that they are fully familiar with the nature and extent of the obligations required of them.
  3. Tenderers are required to examine the Specification and contract terms as is set out herein.
  4. Should any company, or person, who submits a tender be in doubt as to the interpretation of any part of the tender document, they should submit a question through the Mytenders Portal.

NOTE: There is a deadline for submitting questions which is set as 17:00 on Friday 20 August 2021. Any questions raised after this date will not be answered.

* 1. Every tender received by the Council shall be deemed to have been made subject to the terms and conditions of the tender documents unless the Council shall have previously and expressly agreed in writing to the contrary. Any alternative terms and conditions (which must be submitted in a separate form) offered on behalf of the Tenderer shall, if inconsistent with the terms and conditions of the tender documents, be deemed to have been rejected by the Council unless expressly accepted in writing.
  2. No officer, servant, or agent of the Council has authority to vary or waive any part of the tender documents other than the authorised officer nominated by the Council who shall do so only in writing.

### Tender Timetable

* 1. This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.
  2. The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| Publication of ITT | 26 July 2021 |
| Deadline for questions | 20 August 2021at 5pm |
| Deadline for tender submissions | 24 August 2021 at 12 noon |
| Notification of outcome (estimated) | 31 August 2021 |

### Preparation of Tender

* 1. It is the responsibility of the Tenderers to obtain for themselves, at their own expense, all information necessary for the preparation of their tenders.
  2. Information supplied by the Council (whether in their tender documents or otherwise) is supplied for general guidance in the preparation of the tenders and Tenderers’ must satisfy themselves by their own investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for inaccuracy obtained by Tenderers.
  3. All information supplied by the Council in connection with this invitation to tender shall be regarded as confidential by the Tenderer except such information that may be disclosed for the purpose of obtaining sureties and Tenders necessary for the preparation of the tender.
  4. The tender documents are and shall remain the property of the Council and must be returned upon demand.
  5. Tenders must be submitted for the whole supply as detailed in the Specification and upon the terms set out in the contract. Tenders for part only will be rejected at the Council’s absolute discretion.
  6. The tender should be made on the Forms of Tender incorporated herein. They should be signed by the Tenderer and submitted in the manner and by the date and time stated with:
     1. Standard Selection Questionnaire (SQ)
     2. Anti-Collusion Certificate
     3. Schedule of Commercially Sensitive Information
  7. All documents requiring a signature must be signed;
     1. where the Tenderer is an individual, by that individual;
     2. where the Tenderer is a partnership, by two duly authorised partners;
     3. 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 that purpose.
  8. The successful Tenderer will be required to execute a formal agreement and until execution of that agreement the successful Tenderer will be legally bound to the Council provided the Council have first written and accepted the tender and issued an official order. The Tenderer acknowledges that they will enter into the formal agreement within 14 days of its receipt.

### **Clarification questions**

* 1. During the Tender period, Tenderers are able to submit clarification questions to the Council via the Portal. The Portal provides an effective and auditable trail and therefore must be used for all queries and requests for clarification regarding the Procurement. Tenderers' queries will be secure and cannot be seen by any other Tenderers. The Council will publish the questions and the response, in a suitably anonymous form, via the Portal to all Tenderers before the closing date for the receipt of responses.
  2. The Council will endeavour to answer all clarification queries about this ITT, provided that such queries are received by **17:00:00 on Friday 20 August 2021***.*
  3. Tenderers must clearly indicate, when submitting a question, which (if any) part of its question it views as confidential and applicable only to the Tenderer submitting the question. If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered. Otherwise, both the question and the Council's response will be circulated to all Tenderers.

### Tender Submission

* 1. Tenders (including the SQ) must be fully uploaded on to mytenders no later than Tuesday 24 August 2021 at 12 noon.
  2. Your completed Tender can be uploaded onto mytenders electronically – please see the Protocol below for further information on the Portal.
  3. The Council will not consider requests for extension of the closing date and time specified.
  4. The Council may at its own absolute discretion extend the closing date and time specified.
  5. The Tenderer is expected to keep his tender valid for acceptance for a period of 90 days from the date referred to in clause 6.1.
  6. The Council is not obliged to accept the lowest or any tender.
  7. The Tenderer must complete the Questionnaire attached to this Tender and submit it to the Council with the Tender.

### **Mytenders Portal and Communications Protocol**

* 1. Responses must be submitted via Mytenders (the Portal).
  2. Please ensure that all documents are attached as part of your uploaded submission and please bear in mind that larger documents will take longer to upload. The portal accepts all recognised file formats, e.g. Excel, Word, PDF, jpeg. The Portal does have a file size limit and so tenderers may make more than one submission, uploading their documents across multiple submissions.
  3. The Portal is freely accessible to Tenderers and is not subject to any paid membership or other charges. Use of this system does not require the purchase of high specification IT equipment or connections, or high level personal IT skills/capabilities. Tenderers are advised to complete their response in advance of the submission deadline to allow time to request any required guidance. It is the responsibility of Tenderers to ensure they are familiar with the Portal and allow sufficient time for submitting responses.
  4. The Council is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of Tenderers to ensure that the contact information it has entered for its organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this tender exercise may not be received by a Tenderer should its contact information be inaccurate.
  5. If at any stage a Tenderer needs to update its contact information held for its organisation this can be achieved by submitting it via the Portal. The Council is under no obligation to respond/follow up on ‘out of the office’ messages and Tenderers will need to make appropriate arrangements to deal with absences.
  6. For any technical advice or assistance relating to the e-tendering system please see the help page on the Mytenders website (<https://www.mytenders.co.uk/sitehelp/help_main.aspx>) or call them on 0800 222 9006. If for any reason the Portal is not available, then please contact the Council’s Senior Solicitor, David Lagzdins by email ([legal@sevenoaks.gov.uk](mailto:legal@sevenoaks.gov.uk)) or telephone (01732 227 350).
  7. Any communication or attempt to contact any member of the Council’s staff, Officers or Cabinet members or Councillors other than through the Portal or as otherwise provided for in this Invitation may result in your organisation being disqualified from the Procurement and not considered further.

### SQ Evaluation Process

* 1. SQ responses will be evaluated in accordance with the criteria set out at Schedule 1.
  2. SQ responses will be subject to an initial compliance check to ensure all relevant questions have been answered and all evidence has been included where applicable. Where information is missing, the Tenderer will be rejected and its SQ response not considered further. Before rejecting a Tenderer, the Council may clarify the missing information with a Tenderer to determine whether it is a case of ambiguity (where there is a simple explanation and it can be resolved easily) or an error (where this is a simple clerical error or an obvious material error (i.e. where it is simple, material, serious and manifest/clear)).
  3. Following the initial compliance check, the Council will evaluate the Pass/Fail questions. Where any response has been awarded a "Fail" score, the relevant Tenderer will be rejected and its SQ Response not considered further.

### Tender Evaluation

* 1. The criteria the Council will employ for evaluating the Tender will be the most economically advantageous.
  2. All tenders received will be evaluated on the information contained in the Tender or obtained by the Council as a direct result of the tender process. Submissions will be competitively assessed and the assessment may take into account the following criteria:

Quality: 40%

Price: 60%

|  |  |  |
| --- | --- | --- |
| **Quality (40%)** | | |
| **Quality Area** | **Evaluation Criteria** | **(%) Weighting** |
| **Evidence of Delivery Similar Projects** | * Please provide at least two relevant case studies that provide evidence of delivering similar projects including contract value and date * Please provide the names of 2 reference that can provide assurance of your capability to deliver the requirement | 30% |
| **Understanding the Tasks** | * Please provide your understanding of the Customer requirement | 20% |
| **Ability to Meet the Requirements** | * Please confirm that you can meet all requirements within the required timescales * Please provide a project plan that details how you would deliver the required outcome. | 20% |
| **Delivery Methodology for the Overall Project** | * Please detail your proposed approach to deliver this project and provide necessary assurances to ensure quality * Please provide details of your delivery assurance processes and approach to minimising costs * What do you consider the key risks to be for this project | 20% |
| **Business Continuity** | * Please outline what Business Continuity **arrangements** will be in place to ensure consistency of supply, likely to be impacted by *(but not limited to):* * Natural disaster * Loss of information technology * Global pandemics * Adverse weather conditions * Industrial disputes/staffing shortages * Receivership * Loss of premises | 10% |

* 1. Evaluation Model

|  |  |  |  |
| --- | --- | --- | --- |
| **Scoring Grade** | **Descriptor** | **Numeric Score** | **% Score** |
| **Unacceptable** | Unanswered or failed to adequately address the requirement | 0 | 0 |
| **Poor** | The information submitted is very limited, inconsistent with the rest of the submission, and/or no supporting documentation has been provided | 1 | 20 |
| **Fair** | The information submitted is limited, has some inconsistencies with the rest of the submission and/or insufficient supporting documentation has been provided. | 2 | 40 |
| **Satisfactory** | Satisfactory response to the requirements which provides adequate evidence but contains inconsistencies. | 3 | 60 |
| **Good** | Good response to the requirements which provides evidence which is clear but 'has minor inconsistencies. | 4 | 80 |
| **Excellent** | Excellent response to the requirements which provides detailed evidence which 'is clear, complete and consistent. | 5 | 100 |

* 1. Price Evaluation Mechanism

The price score will be calculated as follows:

* + 1. The lowest combined total of both items within the Form of Tender submitted will receive the full percentage allocation (60%).
    2. All other prices submitted will be scored proportionally to the lowest price.

### Pricing the Tender

* 1. Each item is to be priced separately and prices should accurately reflect the content of work within each item. The pricing of preliminaries and preambles are deemed included in the Works clauses. If required to do so, the Contractor shall provide the Contract Administrator with further details of the rates for such items.
  2. Where items are left un-priced it shall be deemed that these items are included in the overall tender sum and this sum is sufficient to complete all works as specified.
  3. The Contractor is to allow for everything indicated by the Schedule of Works and from careful inspection of the site including any and all foreseeable additional work and risks.
  4. The Contractor shall visit the site, verify dimensions, levels and clarify all matters affecting the execution of the works, as no claims will be admitted for the Contactor’s failure to so do.

### Contract

* 1. The Contract Term shall initially be for the period as set out in the submitted tender.
  2. The successful Tenderer will be notified by letter and will then be required to enter into the JCT Minor Works contract with the specific terms attached at **Schedule 8** with the Council prior to the commencement of goods or service delivery. Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.
  3. Subject to the circumstances described in paragraph 11.1 above, the Supplier hereby agrees to supply the goods and services in accordance with this Invitation to Tender, the Specification at the price quoted in the Form of Tender (subject to agreed variation) exclusive of VAT.
  4. If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 2.8 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
  5. The successful Tenderer will be notified by letter and will be required to enter into the Contract attached with the Council prior to the commencement of goods or service delivery.
  6. The following documents shall form part of the Contract between the Council and the successful Tenderer:
     1. JCT Minor Works Contract
     2. Specification
     3. Form of Tender
     4. Collusive Tendering Certificate
     5. A list of commercially sensitive information (as completed by the successful Tenderer).

### Warnings and disclaimers

* 1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.
  2. If a Tenderer proposes to enter into a Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
  3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement.
  4. The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

### Fraud, Corruption and Ethical Standards

* 1. The Council is required to maintain an effective internal audit of its activities so that it may tackle fraud and corruption and has a corporate framework to counter fraudulent activity. The prevention of fraud and corruption is therefore a key requirement in any dealings the Council enters into.
  2. The Council will require any contractor appointed as a result of this Tender to work to an ethical standard and comply with the Council’s policies in this regard. Upon request the Council’s Policies upon Fraud and Corruption will be forwarded to you. A complete guide to tenders and contracts policy can be found via the following link: <http://www.sevenoaks.gov.uk/services/council-and-democracy/tenders-and-contracts>
  3. Economic Operators should be aware of the contracting authority’s power to exclude them on exercise of their discretionary powers and mandatory powers (see SQ) and that that the Economic Operator is required to sign the Declaration on submission of their tender contained in the SQ.

### Publicity

* 1. No publicity regarding the Services or the award of any Contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Council.

### **Confidentiality and Copyright**

* 1. All information supplied in connection with the Tender must be treated as confidential and Tenderers must not, without the prior written consent of the Council, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law or where consultation is required for the preparation of an Tender response and where that communication is on a strictly confidential basis).
  2. Each Tenderer warrants to the Council that no document that it submits as part of its Tender response infringes any intellectual property rights (including without limitation, patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how, confidential information, and any applications for protection of the any of them). The Council reserves the right to retain all Tender responses submitted.
  3. Each Tenderer undertakes to indemnify the Council against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section.

### **Conflicts of interest**

* 1. SDC may exclude any Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Regulation 24 of the Regulations, includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement.
  2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council and provide details of the conflict. Please note that routine pre-market engagement carried out by the Council should not represent a conflict of interest for a Tenderer, provided that the engagement has been carried out in a transparent manner.

### **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

* 1. The Council is a public authority under the Freedom of Information Act 2000 (**FOIA**) and Environmental Information Regulations 2004 (**EIR**). Under FOIA and EIR members of the public or any interested party may make a request for information held by the Council at the time of the request.
  2. The Council will consider the disclosure of any information contained in a Tender response (whether successful or unsuccessful), subject to the exemptions under FOIA or EIR (as appropriate). Tenderers should be aware that attaching a blanket label of "private and confidential" or "commercial in confidence" to a Tender response may not exempt the same from disclosure under FOIA or EIR.
  3. If a Tenderer considers that all or any part of its Tender response and/or any specific information contained therein constitute a “trade secret”, or that information contained therein is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in FOIA or EIR, the Tenderer should:
     1. attach information it considers to be commercially sensitive; and
     2. identify the particular exemption that the Applicant claims applies in the particular circumstances. Applicants should do so in full knowledge of the relevant terms of the Secretary of State’s Code of Practice under Section 45 of FOIA (the **FOIA Code**) and Regulation 16 of EIR (the **EIR Code**), giving advice to public authorities on the handling of requests. This will enable Applicants to make such claims based on reasons that address the requirements of the FOIA Code or the EIR Code (as appropriate). Further information about FOIA, EIR and a copy of the FOIA Code and EIR Code is available from the Information Commissioner's website at: <https://ico.org.uk/for-organisations/guidance-index/freedom-of-information-and-environmental-information-regulations/>
  4. Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption from FOIA or EIR, the Council has complete discretion in deciding whether such documents and/or information should be disclosed under FOIA or EIR.

### Small Business Enterprise and Employment Act 2015

* 1. Applicants are to note that the Council is subject to the Small Business Enterprise and Employment Act 2015 (**SBEEA**). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. The Council is required to assist all investigations and to provide relevant information and/or documents to the Cabinet Office within 30 calendar days of a formal notice. This may require the Council to disclose any information contained in Tender responses.

1. **Selection Questionnaire Evaluation Criteria**
2. Evaluation criteria
   1. The SQ is made up of a number of questions which are either for information only, Pass/Fail or scored. Each question is categorised below and guidance on the Requirements which SDC is seeking and evaluating SQ Responses against is also provided (where relevant).
   2. This SQ is consistent with the Crown Commercial Service (CCS) revised standard Selection Questionnaire as set out in Procurement Policy Note: Standard Selection Questionnaire (SQ) (Action Note 8/16 dated 9 September 2016). Applicants are advised to familiarise themselves with the Guidance Notes set out in Annex B of that Note.
3. The Evaluation team

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each SQ Response. The evaluation team will comprise officers of SDC with the advice (if appropriate) of their technical and legal consultants.

1. Criteria
   1. For information only:

|  |  |  |
| --- | --- | --- |
| Question | Completed By | Requirements |
| 1.1 – Potential Supplier Information | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 1.2 – Bidding Model | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. For groups, the entity which is intended to enter into the Concession Contract (if successful) must be set out at 1.2(a) – (iii), where this is different from the Lead Applicant.  SDC will require groups to form a single legal entity ahead of entering into the Concession Contract. Please note actual or proposed shareholding of this entity. | Information only – not evaluated |
| 1.3 – Declaration | All Applicants on an individual basis must sign its **own declaration**.  This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 6.3 & 6.4 – Staff structure | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | Information only – not evaluated |
| 6.5 – Accreditations | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. |  |

* 1. Pass/Fail – please note that where a "Fail" is awarded at any point, this will result in the SQ Response being rejected and not considered further:

|  |  |  |
| --- | --- | --- |
| Question | Completed by | Requirements |
| 2.1 and 2.2 – Mandatory Exclusion Grounds | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | 2.1 - Answering "yes" to any of these grounds will result in your organisation being awarded a "Fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning.  2.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions". |
| 2.3 – Mandatory Exclusion Grounds (tax / social security) | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | Answering "yes" will result in your organisation being awarded a "Fail". This is subject to the exceptions listed in Regulation 57 of the Public Contracts Regulations 2015 and to self-cleaning. |
| 3.1 and 3.2 – Discretionary Exclusion Grounds | All Applicants on an individual basis.  This will include all members of a group including essential sub-contractors. | 3.1 - Answering "yes" may result in your organisation being awarded a "Fail". SDC will consider the evidence provided (see question 3.2, below) and assess whether the good standing, economic and financial standing and/or technical and/or professional ability of the Applicant is significantly undermined.  3.2 - "Self-cleaning" refers to the situation where the Applicant is able to sufficiently demonstrate its reliability despite the existence of a relevant ground for exclusion. Any evidence to support self-cleaning must be included in the SQ Response. Further information on self-cleaning can be found in the CCS Action Note 08/16 at Annex D "Frequently Asked Questions". |
| 4.1 – Economic and Financial Standing (provision of documentation) | The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.  Where you are relying on another entity (e.g. your parent company) to Pass the financial threshold, please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c).  The Lead Applicant should fill this out on behalf of a group. Where the Lead Applicant is not submitting this information (e.g. another member of the group is being relied on, or a parent company is being relied on), please answer "no" to 4.1(a) and (b) and instead answer question 4.1(c).  Information must be provided with SQ Responses. | **Pass**: The Supplier has provided one of the requested documents in order to demonstrate its economic/financial standing  **Fail**: The Supplier has failed to provide one of the requested documents in order to demonstrate its economic/financial standing |
| 4.2 – Changes in financial standing | The information requested in this question will be used to assess Applicants' financial standing in accordance with the standards set out in this document.  Information must be provided with SQ Responses, as per Question 4.1. | SDC will evaluate the Applicant's financial position under Question 4.1, as updated by the information provided in answers to this Question 4.2 |
| 4.3 – Minimum annual turnover | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | The Authority will evaluate the Applicant's financial position under responses provided in Question 4.1  **Pass**:  The Supplier self-certifies that it has both:   * turnover at four time the estimated contract value for each of the last two years * trading as a provider of comparable work/services for at least 3 years   **Fail**: The Supplier has answered ‘no’ and/or is unable to self certify or provide evidence that it meets the required minimum levels of economic and financial standing and the above financial tests.  The Council reserves the right to request any further information or clarifications as required satisfying any concerns raised as a result of performing the above assessment of economic and financial standing. The Council also reserves the right to reject any Supplier at this time that it believes does not have the financial capacity to fulfil the Contract.  The Council reserves the right to use a third party assessment to aid its financial appraisal |
| 5 – Economic and Financial Standing (wider groups) | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | All prospective Suppliers are required to complete this section.  **Pass**: The Supplier has completed the relevant questions and confirm that it is either able to provide a parent company guarantee or a guarantee bond if requested by the Council.or that sufficient information is provided in response to question 4 that such a guarantee or bond is not required.  **Fail**: The Supplier has failed to answer the questions and/or has not confirmed that it is either able to provide a parent company guarantee or a guarantee bond or that sufficient information is provided in response to question 4 that such a guarantee or bond is not required. |
| 6.1 or 6.2 – Relevant Experience and Contract Examples | Groups are reminded that references can be from any member of the group but are also reminded that, where members which are relied on leave the group, the group will be subject to reassessment in accordance with this SQ. | This question is designed to assess whether applicants have worked on similar contracts (in terms of subject matter, nature and value) in the last three 3 years. It is not designed to be a summary of specific skills (please see further scored questions below).  Please keep details factual and to a minimum. References provided must be willing to confirm the accuracy of the information in writing.  A "Fail" will be awarded where an applicant is unable to demonstrate it has worked on contracts of a similar subject matter, nature and value to this contract and that applicant cannot otherwise satisfy SDC in its response to question 6.3 that it nonetheless possesses the relevant technical and professional ability. |
| 7.1 & 7.2– Modern Slavery Act | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable) | Applicants are reminded that the turnover threshold for the purposes of the Modern Slavery Act 2015 (**MSA**) is £36million per annum. Applicants selecting "N/A" should provide an explanation of why the MSA is not applicable (and supporting evidence if relevant).  A "Fail" will be awarded if the Applicant selects "yes" to 7.1 and "no" to question 7.2 (or selects "yes" to question 7.2 but does not provide the URL as requested). |
| 8.1 – Insurances | The Applicant or Lead Applicant on behalf of itself and/or the members of the group / relevant essential sub-contractor(s) (as applicable). | A "Fail" will be awarded where an Applicant does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances. |

1. **Standard Selection questionnaire**

**sevenoaks district council – WORKS FOR REPLACEMENT AHU AT SEVENOAKS LEISURE CENTRE**

**open procedure**

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[1]](#footnote-1).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential supplier information** | |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No  N/A |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[3]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.[[4]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| **Question number** | **Question** | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| **Question number** | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** | |
| **Question number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes  No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes  No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes  No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes  No  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning) | Yes  No |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes  No |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | | | |
|  | **Question** | | | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | | |
| 3.1(a) | Breach of environmental obligations? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | | | Yes  No  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | | | Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2 |
| 3.2 | | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  | |

**Part 3: Selection Questions**[[5]](#footnote-5)

|  |  |  |
| --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | |
|  | **Question** | **Response** |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes  No |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes  No |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes  No |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes  No |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes  No |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | | |
| **Name of organisation** | |  | |
| **Relationship to the Supplier completing these questions** | |  | |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | | Yes  No |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | | Yes  No |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | | Yes  No |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Section 6** | **Technical and Professional Ability** | | | | |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 | | | | |
|  | | | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** | | |  |  |  |
| **Point of contact in the organisation** | | |  |  |  |
| **Position in the organisation** | | |  |  |  |
| **E-mail address** | | |  |  |  |
| **Description of contract** | | |  |  |  |
| **Contract Start date** | | |  |  |  |
| **Contract completion date** | | |  |  |  |
| **Estimated contract value** | | |  |  |  |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) | | | | |
|  |  | | | | |
| **6.3** | | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. | | | |
|  | |  | | | |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes  N/A |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes  Please provide the relevant url …  No  Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £5 million  Public Liability Insurance = £5 million  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

1. **Specification**

General

The works consist of the replacement of end of life AHUs and all associated works

All works are to be carried out at: Sevenoaks Leisure Centre

The Contractor shall note that the property will be occupied during the contract and therefore every care and consideration must be exercised at all times.

All preliminaries & design work should be included within this item.

The property will be in occupation throughout the period of works and the contractor shall allow for maintaining services to the rest of the premises wherever possible, by temporarily capping off and diverting and maintaining water, electrical and gas services. Where this is not possible, a minimum of 48Hrs notice shall be given to the Contract Administrator.

The Contractor is to allow to enable the works to be executed safely and with the minimum of disturbances to the site operator.

The Contractor shall allow for all necessary access platforms, scaffolding, ladders, hoists and safety harnesses, etc. required for the safe execution of the works.

For the purpose of obtaining the most competitive tender substitutions will be allowed providing they are at least equivalent to the specified plant.

All works to comply with relevant legislation to include British and European standards and Building Regulations. The Contractor shall comply with all prevailing rules, regulations, laws and bylaws relating to the works. They shall be responsible for giving all necessary notices and arranging for inspections to take place as may be required.

The Contractor shall be responsible for liaison with all Statutory Undertakers and shall take all reasonable steps to ensure that piped and cabled services are located and protected for the duration of the works. The Contractor shall be solely liable for all costs arising from the damage and repair to the property of any Statutory Undertakers.

Preparatory Works

Allow for clearing away waste material arising from the works.

Shut off and disconnect redundant services to enable the works, cut back pipework to avoid dead legs.

Carry out validation of existing air flow and LPHW flow rates for the Main Pool and Learning Pool units.

Reclaim refrigerant from both existing units and arrange destruction of refrigerant.

Disconnect existing LPHW/Pool water services. Assumed all local isolation valves provide an effective shut off and are in serviceable condition.

Disconnect the existing plastic condensate pipework.

Isolate and disconnect the existing electrical services.

Isolate and disconnect the existing BMS connections.

Disconnect the existing Aliclad ductwork and insulation.

Dismantle and cut up where necessary the existing Calorex units and remove from site.

Installation

Install in existing locations replacement Calorex Units supplying all lifting equipment as required.

Reconnect LPHW/Pool water services.

Reconnect plastic condensate pipework.

Reconnect existing electrical services to new units.

Supply and install supply air, return air, fresh air and exhaust air ductwork connections insulated and covered with Aliclad.

Allow to replace the TACO setter on the Learner pool as it is showing signs of leakage.

Any additional works required to enable the above must be included.

Commissioning

On completion of the works the systems are to be commissioned by the manufacturer or a company approved by the manufacturer.

BMS

Allow a provisional sum of £10,000 for Eon to attend site to connect & commission the existing BMS to the new AHUs. Attendance, overheads & profit for this item should be included in item “General”

1. Form of Tender – Tender Certificate

|  |  |
| --- | --- |
| FORM OF TENDER: Tender Certificate | |
| TO: Sevenoaks District Council | |
| PROVISION OF: Replacement AHU at Sevenoaks Leisure Centre | |
| 1. Having examined the Specification and contract terms along with other documents for the Replacement AHU at Sevenoaks Leisure Centre, set out in the Invitation to Tender, we offer to provide the service in conformity with the said General Conditions of Agreement and Specification at the prices specified below inclusive of all discounts and charges relating thereto hereinafter called the Tender Price, or such other sum as may be ascertained in accordance with the said General Conditions of Agreement. 2. We undertake that the Tender Price shall be a firm price, provided that our tender is accepted within 90 days of the date hereof. 3. If this offer is accepted, we will execute such documents in the form of the Agreement within 30 days of being called on to do so. 4. We agree that should any error in arithmetic be discovered before acceptance of Tender, such errors may be corrected and the appropriate adjustments made. 5. We undertake to commence the service immediately upon the Council giving their written authority to commence work and it is agreed that time is of the essence. 6. We hereby declare:   6.1 that we are not parties to any scheme or arrangements under which:  6.1.1 we communicate the amount of our Tender to any person or body before the contract is let;  6.1.2 any other tenderer for the works the subject of our Tender is reimbursed as part of his tendering cost;  6.1.3 our Tender Prices are adjusted by reference directly or indirectly to the prices of any other tenderer for the works  6.2 that no provision is made in our Tender Price for any reimbursement or adjustment of any contribution thereto.   1. We understand that you are not bound to accept the lowest or any Tender you may receive. 2. We agree that you may accept our Tender in whole or in part. 3. We understand that, if our Tender is accepted in whole or in part, the Council does not bind itself to purchase a specific number of goods in any given year. 4. Unless and until a formal agreement is prepared and executed, this Tender together with your acceptance thereof in writing shall constitute a binding contract between us. Thereafter the terms and conditions of the General Conditions of Agreement shall apply. | |
| 11 Tender Prices:  The Works  General £\_\_\_\_\_\_\_\_\_\_\_\_  Preparatory Works £\_\_\_\_\_\_\_\_\_\_\_\_  Installation £\_\_\_\_\_\_\_\_\_\_\_\_  Commissioning £\_\_\_\_\_\_\_\_\_\_\_\_  BMS £10`000.00  Total Cost excluding VAT £  We undertake to sign the contract document when called upon so to do should our tender be accepted, to commence work within \_\_\_\_\_\_\_ weeks from receipt of order, and to complete the whole of the works within a further period of \_\_\_\_\_\_ weeks. | |
|  | FORM COMPLETED BY |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. Collusive Tendering Certificate

|  |  |
| --- | --- |
| Declaration | |
| We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts: -  (a) Communicate to any person the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;  (b) Enter into any agreement or arrangement with any other person that he or she shall refrain from tendering or as to the amount of any Tender to be submitted;  (c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.  In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.  **By completing this declaration you are agreeing with the statement above** | |
|  | **FORM COMPLETED BY** |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. Commercially Sensitive Information

I declare that I wish the following information to be designated as commercially sensitive.

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

|  |
| --- |
|  |

|  |  |
| --- | --- |
|  | **FORM COMPLETED BY** |
| Signature |  |
| Name |  |
| Position |  |
| For and on behalf of |  |
| Address |  |
| Date |  |

1. **Specific terms of contract**

Employer’s Authorised Representative:

The Employer’s authorised representative shall be Peter Edmed of Sevenoaks District Council.

Price for Carrying Out and Completing the Work:

The total price carried forward to the Summary of this tender shall constitute the Contract Sum and shall be entered into the Form of Tender. This sum shall be confirmed or amended by agreement of both parties in the Letter of Acceptance upon award of the Contract and become payable in accordance with the Contract Conditions.

Commencement and Completion of Works:

The works are to be commenced on the date entered in the Contract Conditions or as affirmed or amended within the Letter of Acceptance. The works shall be completed within a period to be agreed on award of the Contract and shall be confirmed within the Letter of Acceptance.

Damages for Non-Completion:

The amount of any Liquidated and Ascertained Damages shall be not applicable or as otherwise agreed in the Contract Conditions.

Defects Liability Period:

The defects liability period will be twelve months from the date of Practical Completion of all works in accordance with the Contract Conditions.

Payment Conditions:

Payment is to be two weekly invoiced following a valuation, payment within 30 days of invoice.

Retentions will not be deducted from the payments.

Variations:

The employer and their Contract Administrator must be made aware of variations (additions, changes or omissions) in writing at the earliest foreseeable stage. Costs are to be agreed in writing by the Contract Administrator. Failure to do so may result in non-payment for the item.

Instructions:

The Contractor and his employees and sub-contractors shall not take direct instruction from anyone other than the Contract Administrator for anything whatsoever that changes the nature and/or value of the contract works.

Insurance Cover – Public Liability:

The limit of indemnity of the insurance to be provided by the Contractor is to be not less than £5,000,000.00.

Health & Safety

The tender will be responsible for CDM if required and H&S for the works & working area. RAMS & proof of insurance will be required before a letter of acceptance is issued.

Settlement of Disputes:

To be an independent adjudication in accordance with the Contract Conditions.

1. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)
5. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-5)