

ONE HORTON HEATH



Lower Acre – Mechanical and Electrical Services Design Engineering Invitation to Tender

Open Procedure

Tender Return – Noon on the 21 May 2021

1. ABOUT THIS PROCUREMENT

1.1 The tender opportunity

This invitation to tender ("ITT") is issued by Eastleigh Borough Council (the "**Authority**") for the procurement of **Mechanical and Electrical Engineering Design Services** at the One Horton Heath Development (the "**Services**"). The Authority is following the open procedure in accordance with regulation 27 of the Public Contracts Regulations 2015.

The procurement process started with an FTS contract notice issued on **21 April 2021** and this ITT is now being issued to all interested parties.

The Authority will evaluate all tenders (each a "**Tender**") received from bidders interesting in providing the Services ("**Bidders**") against its evaluation criteria attached at **Section 4 ("Evaluation Criteria")** and will identify the most economically advantageous tender. All Bidders will be notified of the outcome of the evaluation process via an award decision notice which will start a minimum ten calendar day standstill period. The Authority will then, subject to its approvals and being generally able to proceed, award the Contract.

All procurement documents can be downloaded from the Authority's Proactis e-tendering system. Bidders should include a single point of contact in their organisation for this procurement and keep the Authority updated with any changes. The Authority will not be responsible for contacting the Bidder through any route other than the nominated contact.

1.2 About the Authority

Eastleigh Borough itself covers 30 square miles and is a mix of urban, suburban and rural areas. Overall, the local population is growing in size and is currently around 129,000. Eastleigh Borough Council is situated on the south coast, close to the M3 corridor and Solent region within the county of Hampshire.

The town has excellent rail and bus links to the larger towns of Southampton, Portsmouth and Winchester. Eastleigh is close to the New Forest and beaches and is therefore a vibrant tourist area, with Southampton Airport also being within the borough.

As a Council, we continue to remain ambitious and lead the way for our communities. This will include reinforcing effective partnerships with other organisations to achieve our objectives. In doing all this we will ensure we meet the needs and aspirations of our residents and customers and that Eastleigh continues to be a great place to live, work and visit. It currently employs over 500 staff across numerous locations within the borough and has an active property portfolio which is currently valued at over £600m and growing.

A return to Local Authority led housing development is seen by the Authority as a solution to meet a wide range of housing needs which go beyond simply meeting housing targets from central government. It provides the opportunity to use development to meet “corporate aims” from housing delivery to greener boroughs, to improve health and wellbeing, to stimulating local economies.

To meet these challenges in 2018 the Authority acquired 310 acres of land in Horton Heath and committed itself to provide new homes, services, infrastructure and businesses and is currently engaged in the planning process to deliver a scheme of 2,500 new homes and other community and commercial buildings, the project is known as One Horton Heath.

As both landowner and developer, the Authority can ensure that new homes are delivered alongside the provision of the right infrastructure which will include roads, a school, local centre and open spaces and can focus on the creation of an excellent place to live safeguarding the Authority’s corporate aims and priorities namely: -

- tackling congestion and enhancing the natural environment providing an environment to encourage greater social and community interaction;
- ensuring access to open space and a good network for walking and cycling both within, and to and from, the site, promoting healthy weights in children and adults;
- meeting the challenge of the ageing population;
- meeting a mix of housing needs and accelerating housing delivery;
- ensuring the borough is seen as a desirable location to set up a new business or to relocate a growing business; and
- providing well-designed education facilities.

The Authority is well placed to take a long-term stake in the new community and future stewardship of the land including parks and open space. It will underpin growth of the Authority’s investment portfolio to help fund front line services.

1.3 About the Project

The Authority as Developer through its One Horton Heath Team (OHHT) has commenced development of its 132Ha site on land to the west of Horton Heath, Eastleigh, the project is known as One Horton Heath (OHH), comprising: -

- The phased mixed-use development of up to 2,500 residential units;
- A primary local centre with supporting secondary local centres of mixed-use residential, retail, leisure;
- Offices for commercial and industrial uses;
- A primary school;
- Public open space including formal sports facilities and landscaping;
- Relocation of solar farm;
- Key infrastructure;
- Utilities provision including new roads, footpaths and cycle paths and improvements to the existing road junctions;
- Ecological enhancements;
- The project will not be reliant on fossil fuels to meet its heating and energy demands.

The Services relates to the residential parcels currently known as Lower Acre comprising 393 new mixed tenure homes, with an option for a further 110 new homes.

The Detailed Planning Application for the first 393 new homes at Lower Acre was submitted for approval on the 21 December 2020 (Planning Ref No F/20/89500).

Delivery of the first homes will be in two sections known as Parcels 1.1 and 1.2. Each parcel will be constructed under separate design and build contracts and is planned to start on site Q2 - 2022.

The budget value of each parcel is as follows: -

- | | | | |
|---|------------|-----------|------|
| - | Parcel 1.1 | 292 units | £50M |
| - | Parcel 1.2 | 101 units | £20M |

A third parcel (Parcel 1.3) of 110 units will be included as an option within this procurement. The character, density and typology of Parcel 1.3 will be similar in nature to Parcel 1.2. The detailed planning application for Parcel 1.3 is planned for Q2 - 2022.

The service of the Mechanical and Electrical Services Design Engineer will be to develop the detailed planning stage information delivering detailed design for the complete Parcels 1.1, 1.2 and if confirmed by the Authority, Parcel 1.3, in accordance with the Mechanical and Electrical Services Design Engineers Project Brief.

During both the tender processes for the main contractor(s) and the construction stage the Mechanical and Electrical Services Design Engineer will be retained by the Authority to carry out a compliance checking service.

The estimated contract value for the Services is £300,000 across all three parcels.

The duration of the Contract is expected to be approximately 62 months.

Design Programme

Parcel 1.1	Duration	Start	Finish
Detailed Design	24 weeks	April 21	Sept 21
Main Contract Procurement	21 weeks	Sept 21	Feb 22
Main Contractor Lead – in Period	12 weeks	Feb 22	May 22
Construction Stage	140 weeks	June 22	Jan 25

Parcel 1.2	Duration	Start	Finish
Detailed Design	23 weeks	Nov 21	April 22
Main Contract Procurement	21 weeks	Apr 22	Sept 22
Main Contractor Lead – in Period	12 weeks	Sept 22	Dec 22
Construction Stage	182 weeks	Jan 23	Dec 26

Parcel 1.3	Duration	Start	Finish
Detailed Design	21 weeks	Mar 23	Aug 23
Main Contract Procurement	21 weeks	Aug 23	Dec 23
Main Contract Lead-in	12 weeks	Jan 24	Mar 24
Construction Stage	160 weeks	Apr 24	Apr 27

Construction Programme

Parcel / Units	Duration	Start	Finish
Parcel 1.1 – 292 units	140 weeks	Q2 2022	Q1 2025
Parcel 1.2 – 101 units	182 weeks	Q4 2022	Q2 2026
Parcel 1.3 (Option) 110 units	160 weeks	Q2 2024	Q3 2027

1.4 The Services

In its role the Mechanical and Electrical Design Services Engineer must deliver RIBA Stage 4, detailed design for the first 393 new homes along with main contract tender and

construction phase compliance checking for Parcel 1.1, 1.2 with an option within the Contract for a further parcel (Parcel 1.3) of 110 new homes. The construction stage for each parcel will be carried out under its own design and build contracts.

The Mechanical and Electrical Services Design Engineer where required will assist in the submission of applications for approvals / technical approvals by Statutory Bodies and other third parties.

The Mechanical and Electrical Services Design Engineer will be required to co-ordinate input and responses from all other Authority appointments including any specialists, suppliers, warranty provider and / or statutory authorities as necessary.

The Mechanical and Electrical Services Design Engineer will engage with the main contractor tender process ensuring bids comply with the Employers Requirements, assist in responding to Mechanical and Electrical Services Design Engineering queries during the bidding period and for compliance checking of bids. It is anticipated that the main contractor tender process will be run as a competitive dialogue procedure.

During the construction stage the Mechanical and Electrical Services Design Engineer will carry out compliance checking duties every other month and respond to design and site queries as they arise.

All design information will be administered through Project Vault.

The Mechanical and Electrical Services Design Engineers Project Brief for the Services detailing the Authority's full requirements is set out in **Schedule 2 ("Service Specification")** and should be read before Bidders begin to respond to this ITT.

2. TENDER TIMETABLE

The Authority will ensure appropriate equal treatment, transparency, non-discrimination, and proportionality to all Bidders. The evaluation criteria set out in this document will not change during the tender process.

The key dates for this procurement are currently anticipated to be as follows:

Milestone	Anticipated date
FTS Contract Notice issued for publication	21/04/2021
Deadline for receipt of clarifications	05/05/2021
Target date for responses to clarifications	12/05/2021

Deadline for receipt of Tenders	12 noon Monday 21/05/2021
Evaluation of Tenders	24/5/2021 – 11/06/2021
Notification of contract award decision	14/06/2021
Mandatory standstill period starts	15/06/2021
Mandatory standstill period ends	Midnight at end of 02/07/2021
Contract start	12/07/2021

This tender timetable ("**Timetable**") is indicative only and is subject to amendment at any time. The Authority will notify all Bidders of any changes via the e-tendering portal.

3. TENDER COMPLETION INFORMATION

3.1 How to submit your tender

Each Bidder must submit one Tender.

The Tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Authority in its own right.

Tenders must be submitted via the "start my response" facility on the Authority's e-tendering portal: [Procontract](#).

Technical support for the e-tendering portal can be accessed via [Proactis Support - for buyers and suppliers - Proactis](#).

Supplier ITT Response

1. When you are ready to submit a response, click **Start my response**.



The Supplier ITT response wizard guides the supplier through each required section so that a response can be submitted. The first stage is a details section with information on how to submit. Click **Continue**.

The number of Events in the Response Wizard will vary depending on what options are enabled in the ITT Rfx Event.

2. The Attachments stage allows a supplier to add any required attachments. This stage is often mandatory. Add an attachment using the **Add Attachment** button. Once the attachment is uploaded, click **Continue**.

Create ITT response

Details Attachments **3** Terms & conditions

File Name	Size	Type
ITT Advertisement.docx	12 KB	
Pricing Template.xlsx	9 KB	

Add attachments

Finish [Reset](#) [Cancel](#) [Back](#)

3. On the **Terms & conditions** stage, choose to **Accept** the terms and then click **Finish**.

Create ITT response

Details Attachments **3** Terms & conditions

Please follow the links to read the terms and conditions

[Standard Legal Terms](#)

☒ **Accept**

☐ Decline

Finish [Reset](#) [Cancel](#) [Back](#)

The final screen is the response summary screen. If you are happy with the details, use the **Submit Response** button to submit this tender response.

Response controls

Submit response

[Open response wizard](#)

Submission checklist

- ☒ Terms & conditions
- ☒ Attachments

Once the response has been submitted, **log out** of the supplier area.

3.2 Content and Format of responses

Bidders shall observe the format of this ITT when answering questions and shall respond to each question accurately and concisely. Where a question is not relevant to the Bidder, please write N/A and provide an explanation.

Bidders should only submit such information as is relevant and necessary to respond to this ITT. Word/ page counts must be adhered to and Bidders should declare the total word count for each question response. Any words/pages included in a Tender response that exceed the relevant word/page count, will be disregarded by the Authority for the

purposes of evaluation. Words in diagrams, pictures, maps, tables and charts (to be submitted only where such diagram, picture, map, table or chart is necessary to provide an illustration of the main question response), will not count towards the word/page count.

All responses to this ITT shall be in English and any pricing shall be in GBP (exclusive of VAT). Tenders should remain valid for acceptance for a period of 120 days following the final date for submission of Tenders.

Tenders should not be qualified or include any extraneous information which has not been specifically requested, for example, standard terms of trading, sales literature, pictures, graphs, tables, illustrations of supporting documents/appendices. Any such information submitted will not be assessed.

The Tender and any supporting documentation (where requested) should be page numbered and cross referenced to the Invitation to Tender documents where appropriate. The name of the Bidder must be clearly indicated on each page of the response. The response must be clear, concise and complete. Responses will be evaluated on the basis of information submitted by the deadline for receipt of Tenders.

Bidders should respond to the Invitation to Tender on the basis that the Authority has no prior knowledge of their organisation.

As part of the Tender submission, Bidders must:

- complete, sign and submit the Selection Questionnaire (**Schedule 3**);
- complete and submit the Technical Questions (**Schedule 4**);
- complete and submit the Pricing Schedule (**Schedule 5**); and
- complete, sign and submit the Non-Collusion Certificate and Form of Tender (**Schedule 8**).
- Bidders are required to complete and upload the Pricing Schedule as a separate document to the remainder of the submission.

Tenders must include all required enclosures in a format compatible with Microsoft Word or Excel or as an Adobe pdf document with a minimum 11-point Arial font on A4 size paper.

3.3 Clarifications

Any clarifications relating to this procurement should be submitted through the e-tendering portal by the clarification deadline. The Authority will respond as soon as possible. All questions and the Authority's responses will be published. Please state on the clarification if a Bidder wishes the Authority to treat a clarification as confidential and not issue the response to all Bidders. The Authority will consider the request and determine whether the clarification is confidential. If any such clarification is not withdrawn, the response will be issued to all Bidders.

Simply marking a clarification as "confidential" does not ensure that the information may not be subject to a later Freedom of Information Act 2000 request.

3.4 Rules on late tenders

All documents comprising the Tender must be completed and uploaded to the e-tendering portal before the Tender deadline. Any Tender received after the deadline shall not be opened or considered. The Authority may in its discretion extend the deadline following notification to all Bidders. The Authority shall have no liability to any Bidder for late Tenders caused by any information technology or other issues.

3.5 Contract award

Once the Authority has reached a decision in respect of the Contract award, it will notify all Bidders of that decision and allow a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any Contract(s).

Having completed the evaluation of final Tenders and the standstill period, the Authority will award the Contract. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

3.6 Contract terms

The draft Contract that the Authority proposes to use is attached at **Schedule 1**. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Bidder's Tender unworkable, the Bidder should submit a clarification in accordance with Paragraph 3.3 above and the Authority will consider whether any amendment to the Contract is required. The Authority reserves the right to issue revised drafting to all Bidders. 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 disqualification of the Tender.

The Authority may ask Bidders to clarify commitments made in their Tender but shall be under no obligation to do so. Such amendments must not change the risk allocation or pricing of the Bidder's final Tender. The Authority may confirm tender commitments and finalise the Contract with the successful Bidder before entering into the Contract.

Bidders may be required to take out and maintain minimum levels of insurance as set out in the Contract documents.

Any changes made by the Authority to the Contract will be notified to all Bidders.

3.7 Changes in Bidder status

The Authority reserves the right to require the Bidder to provide additional information and to disqualify any Bidder from the procurement process whose response is not submitted in accordance with the instructions in this ITT and/or:

- (a) who fails to provide a satisfactory response to any question in the ITT or who inadequately or incorrectly completes any question;
- (b) who fails to submit a response using the correct submission method;
- (c) who fails to meet any minimum standard(s) set out in this ITT; and/or
- (d) who submits a Tender after the deadline.

In the event that the Authority deems that none of the Bidders responses are satisfactory, the Authority reserves the right to consider alternative procurement methods and is under no obligation to award the Contract, without liability on its part.

Any changes to sub-contracting or consortia arrangements must be notified to the Authority immediately. The Authority reserves the right to require parent company guarantees and/or performance bonds where the Bidder relied on parent or group resources for the purposes of financial qualification. The guarantee and/or bond must meet any requirements set by the Authority.

3.8 Copyright and exclusion of the Authority's liability

Under no circumstances shall the Authority incur any liability to any Bidder in respect of this document and/or the Tender process. The information provided is believed to be correct at the time of issue, but none of the Authority or its advisors, will accept any liability for its accuracy, adequacy or completeness, nor is any express or implied warranty given. This includes any statement, opinion or conclusion contained in or any omission from, this ITT (including its Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. The

exclusion does not apply to any fraudulent misrepresentation made by or on behalf of the Authority.

The information provided in this document is confidential and is the property of the Authority and/or its advisors. It may not be replicated in whole or part by any medium or technology. Bidders may pass this document to employees, agents, sub-contractors, partners and/or advisors on a strictly confidential basis.

The Authority may terminate this procurement at any time with no liability to any Bidder or third party. The procurement documents do not constitute an offer to make an investment decision, nor any commitment or representation on the part of the Authority (or any other person) to induce or promise to enter into a contractual arrangement.

3.9 Confidentiality and Freedom of Information

The Authority shall treat all Bidders' responses as confidential during the procurement process. Bidders may designate any information in their quotation as confidential or commercially sensitive where they consider this appropriate, but this may not prevent the Authority from having to make a disclosure of such designated information in accordance with the principles of the Freedom of Information Act 2000 (FOIA). Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA and **Schedule 7 (Freedom of Information and Sensitive Data)** shall apply to this procurement.

Bidders shall ensure that each consortium member, if any, who receives any of the Information, is made aware of, and complies with the provisions of this section as if it were a Bidder.

The Authority may disclose detailed information relating to Tenders to the Authority's Members, directors, officers, employees, agents, advisers, auditors and the Authority may make the key contract documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers. The Authority also reserves the right to disseminate information relating to a Tender that is materially relevant to the Contract and/or the quotation process to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial interests relating to its Tender. The Authority will make all reasonable endeavours to protect commercially sensitive information submitted by the Bidder.

3.10 Bidder conduct and conflicts of interest

No publicity about the procurement process and/or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication via any medium.

Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. All Bidders must complete an un-amended Form of Tender with their final Tender submission.

All communication with the Authority about the procurement process must be via the e-tendering portal.

Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisers. Any Bidder who fails to comply with this requirement (where the conflict cannot be remedied by other less intrusive means) may be disqualified from the procurement at the discretion of the Authority.

3.11 Discretion of the Authority

The Authority may, without liability on its part:

- cancel, amend, suspend this procurement at any time, or re-invite Tenders on the same or any alternative basis;
- seek clarification or documents in respect of a Bidder's submission;
- disqualify any Bidder where that Bidder (or any consortium member or sub-contractor of the Bidder) does not remedy a conflict of interest; submits a late Tender and/or does not submit a compliant Tender in accordance with the instructions in any procurement documentation issued by the Authority;
- disqualify any Bidder whose Tender fails to meet any minimum evaluation requirement;
- disqualify any Bidder where that Bidder (or any consortium member or sub-contractor of the Bidder) seeks to canvass or influence the outcome of the procurement process in any way;
- disqualify any Bidder where that Bidder (or any consortium member or sub-contractor of the Bidder) is guilty of serious misrepresentation in relation to its Tender and/or the tender process;
- choose not to award any Contract as a result of the current procurement process; and/or
- make whatever changes it sees fit to the procurement structure, timetable and/or content of the procurement process for any reason.

3.12 Bid costs

The Authority will not be liable for any bid costs, expenditure, fees, design costs, samples, work or effort incurred by a Bidder (or any third party whether or not employed, retained or sub-contracted to the Bidder) in proceeding with or participating in this procurement.

3.13 Procurement regime

As of the 31st January 2020 the United Kingdom has left the European Union. The transition period ended on 31st December 2020. The Public Contract Regulations 2015 continue to apply to the procurement process. Bidders are deemed to be familiar with the Public Contract Regulations 2015 and all other applicable procurement legislation. The Authority shall have no liability to any Bidder or any third party due to any failure to understand the process.

4. TENDER EVALUATION

4.1 Selection Criteria and Award Criteria

This section sets out the criteria that will be used to evaluate all Tenders.

The criteria will not change during the tender process.

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authority. The evaluation criteria for the Technical Envelope are:

- 50% Quality
- 50% Price

Where specified, a minimum pass mark applies to the evaluation criteria. The Authority shall reject any Tender which does not meet the relevant threshold in respect of one or more criteria.

4.2 Evaluation process

Stage 1 - Compliance Check

The Authority will review each Tender to check that it has been completed fully and in accordance with the instructions in the ITT.

Failure to provide the required information, make a satisfactory response to any question or supply information/ documentation requested in accordance with the instructions in this ITT may mean that a Bidder is non-compliant and disqualified from the procurement process.

Tender submissions that pass the compliance check will then be evaluated in accordance with the stages outlined below. The Authority may decide to undertake these stages in order or may decide to undertake one or more stages concurrently.

Stage 2 – Selection Questionnaire

The suitability and capability of Bidders to carry out the Services will be determined by the Authority based upon the responses received in the Selection Questionnaire (SQ). This section is scored entirely on a "pass or fail" basis. Any Bidder that scores a "fail" in this section will be disqualified from the procurement process and will not have the remainder of their Tender evaluated.

Part 1 and Part 2 (including the self-declaration)- must be completed by every organisation being relied upon by the Bidder to meet the selection criteria.

Part 2 (Section 2) - Mandatory Grounds for Exclusion –the Authority will score as "fail" and exclude a Bidder from further consideration in the procurement process if a Bidder is unable to answer 'no' to every question in this section.

Part 2 (Section 3)- Discretionary Grounds for Exclusion –the Authority may score as a "fail" and exclude a Bidder from further consideration in the procurement process if a Bidder is unable to answer 'no' to every question in this section.

Part 3 (Section 4) - Economic and Financial Standing – Bidders are required to self-certify whether they meet the required levels of financial standing as set out below and their means of demonstrating this.

If a Bidder's financial standing fails to meet any of the required levels, this will be considered a "fail" on the basis that the Bidder has current financial capacity that would pose an unacceptable risk to the Authority and the Bidder will be disqualified from the procurement process.

The successful Bidder will be required to submit evidence of the financial standing it has certified that it holds during the standstill period, or such later period as may be determined by the Authority. Evidence of adequate financial standing must be provided and verified by the Authority before a Contract is entered into.

The minimum levels of financial standing are as follows (**all** levels must be met in order to answer "yes" to Question 4.2 of Part 3 of the Selection Questionnaire):

- Bidder's average annual turnover for the previous two financial years must be at least two times the estimated contract value for the Services (estimated contract value is £350,000);
- Acid test ratio (Total Current Assets divided by Total Current Liabilities) must be greater than 1; and
- A minimum CreditSafe score of 51 (moderate risk).

Part 3 (Section 6) – Technical and Professional Ability -

Bidders must complete the contract examples in respect of services carried out within the last 5 years. Bidders must seek permission from referees prior to including them for reference.

In respect of the case studies (question 6.3) responses will be scored in accordance with the table below. Each case study can achieve a maximum score of 40, so 120 marks in total are available across three case studies. Bidders must achieve a minimum score of **65** across the case studies in order to achieve a “pass”. Bidders that fail to achieve a minimum score of **65** will be scored a “fail” and will be disqualified from the procurement process.

Scale of project demonstrated with the case study	Case study demonstrates experience of a Detailed Design role that is relevant to the Services	Case study demonstrates experience of renewable technologies that is relevant to the Services	Case study demonstrates experience of a Main Contract Bid Compliance Checking role that is relevant to the Services	Case study demonstrates experience of a Works Compliance and Design Checking role that is relevant to the Services
200 + units with a mixture of flats and houses	10	10	10	10
100 - 199 units with a mixture of flats and houses	8	8	8	8
50 - 99 units with a mixture of flats and houses	5	5	5	5
1 - 49 units with a mixture of flats and houses	0	0	0	0

Part 3 (Section 7) – Modern Slavery Act – If the Bidder has not complied with section 54 of the Modern Slavery Act, 2015, and does not offer an adequate explanation as to how this might be remedied, it will score a “fail” and the Authority reserves the right to exclude it from the procurement process.

Part 3 (Section 8) – Insurance – Bidders must indicate that they hold or, if successful are able to obtain, the required insurances at the minimum levels specified.

Stage 3 - Technical Response

Only Bidders that “pass” the Selection Questionnaire will have their responses to the technical questions evaluated. Technical questions are included at **Schedule 4** of this document.

The responses to each of the technical questions will be evaluated by officers from the Authority and scored from 0 to 5 using the scoring matrix below. Each question response must receive a minimum of 2 marks. Any question response failing to meet the minimum score will be scored as a “fail” and the Bidder will be disqualified from the process.

The response to acceptance of the Contract terms will be marked as a pass/ fail. Bidders that fail to accept the Contract terms as drafted will be marked as a “fail” and will be disqualified from the process.

Score	Rating	Criteria for Awarding Score
0	Unacceptable	The information is omitted/no details provided, or irrelevant answer provided. Fail.
1	Poor	<p>The Authority has serious reservations that the Bidder understands the requirement in the question and/or the majority of the requirements in the question have not been addressed.</p> <p>The proposal provides very limited/ no evidence or assurance that the relevant aspect of the Services will be delivered in accordance with the Specification and as a result, the Authority has serious reservations about material aspects of the response. Fail.</p>
2	Fair	<p>The proposal is superficial and generic in its scope and not tailored to the requirements of the Specification and/or some of the requirements of the question have not been addressed.</p> <p>The proposal provides limited evidence or assurance that the relevant aspect of the Services will be delivered in accordance with the Specification and to an acceptable standard.</p> <p>The Authority has some reservations about material aspects of the response.</p>
3	Satisfactory	The proposal covers all material requirements of the question.

Score	Rating	Criteria for Awarding Score
		<p>There is some evidence or assurance that the relevant aspect of the Services will be delivered in accordance with the Specification and to an acceptable standard.</p> <p>The Authority has no reservations about material aspects of the response but has some minor reservations about the Bidder's understanding of the requirement or standard of delivery.</p>
4	Good	<p>The proposal covers all material requirements of the question.</p> <p>There is a good level of evidence or assurance that the relevant aspect of the Services will be delivered in accordance with the Specification and as a result, the Authority is confident that the Bidder understands the requirement and that the standard of delivery will be good.</p> <p>Any reservations about the proposal do not impact the Authority's opinion of the response.</p>
5	Excellent	<p>The proposal covers all requirements of the question.</p> <p>There is an excellent level of evidence or assurance that the relevant aspect of the Services will be delivered in accordance with the Specification and as a result, the Authority is completely confident that the Bidder understands the requirement and that the standard of delivery will be excellent.</p> <p>The Authority has no reservations about the proposal.</p>

Pricing Schedule

Bidders must complete the Pricing Schedule (**Schedule 5**) in full.

All prices must be fixed for the period of the Contract and be inclusive of all disbursements and expenses associated with the Services, but exclusive of VAT. All prices must be priced in pounds sterling.

Where requested, Bidders must provide a breakdown of their prices with appropriate descriptions.

Prices will be scored as set out below:

Price element	Sub-weighting
Lump Sum	40%
Time Charges	10%
Total	50%

The lump sum element for all three parcels will be totalled and then scored individually on a comparative basis with the lowest priced lump sum total receiving 100% of the available sub-weighting. Lump sum totals in all other bids will be compared against that lowest priced bid and a proportionate percentage score awarded.

The time charges element for all three parcels will be totalled and then scored individually on a comparative basis with the lowest priced time charges total receiving 100% of the available sub-weighting. Time charges totals in all other bids will be compared against that lowest priced bid and a proportionate percentage score awarded.

4.3 **Form of Tender**

All Bidders must accept without amendment and sign the Non-Collusion Certificate and Form of Tender at **Schedule 8**. Failure to do so will lead to the Tender being disqualified from the procurement process.

Schedule 1 Draft Contract and Schedules

Refer to Appendix 13 of Schedule 2 Service Specification

Schedule 2 Service Specification

Refer to the Project Brief of the Project Brief for Mechanical and Electrical Services Design Engineering Services dated 21 April 2021.

Schedule 3 - Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

¹ For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Disciplinary_Exclusions.pdf

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 PCR 2015 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. 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 a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) 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 state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
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)	

	a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ² - 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. ³ (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.

² 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](#).

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

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 <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>				
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					
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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 , 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 .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>
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	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>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.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.1(j)	Please answer the following statements	
3.1(j) - (i)	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.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) -(iii)	The organisation is not able to submit supporting documents required under Regulation 59 PCR 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	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 <input type="checkbox"/> No <input type="checkbox"/> 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 Questions⁴

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 <input type="checkbox"/> No <input type="checkbox"/>
	(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 <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(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 <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>

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 <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide	Yes <input type="checkbox"/>

⁴ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

	a guarantee if necessary?	No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts carried out within the last 5 years, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement (residential schemes of a similar size and nature). VCSEs may include samples of grant-funded work.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>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).</p> <p>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.</p> <p>If you cannot provide examples see question 6.2</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation for reference to be obtained			
Position in the organisation			
E-mail address			
Confirmation that permission has been sought for the Authority to contact named referee			
Brief description of contract (including number of units, and role(s) carried out)			
Contract Start date			
Contract			

completion date			
Estimated contract value			

6.2	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.
500 words	<div></div> <p>Word count:</p>

6.3	<p>In respect of the above contracts, please provide up to three case studies to describe and evidence your relevant experience, understanding and technical ability to carry out the Services. You must demonstrate your experience of the following roles across the case studies submitted. Subject to achieving the minimum score for this question, you do not have to demonstrate all roles within each case study:</p> <ul style="list-style-type: none"> • Detailed design • Renewable Technologies • Main contract bid compliance checking • Works compliance and design checking
2000 words maximum per case study	

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 <input type="checkbox"/> N/A <input type="checkbox"/>
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 <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> 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.	<p>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</p> <p>Employer's (Compulsory) Liability Insurance = £10 million per occurrence or series of occurrences arising out of the same event</p> <p>Public Liability Insurance = £10 million per occurrence or series of occurrences arising out of the same event</p> <p>Professional Indemnity Insurance = £10 million per occurrence or series of occurrences arising out of the same event</p> <p>*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.</p>

Schedule 4 - Technical Questions

Q1	Contract Terms
	<p>Please confirm whether you accept the terms of the draft Contract as set at Schedule 1 without qualification or amendment:</p> <p>Yes / No</p>
	Pass/ Fail
Q2	<p>Please demonstrate, utilising examples from previous projects or other evidence to demonstrates the effectiveness of your proposals, how you will implement a comprehensive Mechanical and Electrical Services Design Engineer design compliance checking system as detailed within the scope of service for the main contractors for each parcel.</p> <p>Your response should cover the following: -</p> <ul style="list-style-type: none"> • In the event Parcel 1.1 is constructed through two outlets by a single main contractor please explain how you will manage the design compliance checking in this scenario. • Please explain how you will manage the design compliance checking in Parcels 1.1 and 1.2 where two main contractors are operating simultaneously across the parcels.
1000 words maximum	<p>Word count:</p>
	Weighting 20%
Q3	Please describe how you will ensure responses to Requests for Information and general design queries from the main contractor will

	<p>be dealt with in good time so as not to delay the project for each parcel?</p> <ul style="list-style-type: none"> As part of your response please confirm how you will ensure the Authority can satisfy the requirements of the JCT DB2016 Design Submission Procedure?
500 words maximum	<p>Word count:</p>
	Weighting 5%
Q4	<p>Please provide the team resource structure for the project including detailed CV's of team members demonstrating their suitability for this project. Please confirm which aspect of the project that specific team</p>

	<p>members will be responsible for in each parcel. In your response, please cover the following:</p> <ul style="list-style-type: none"> • Leadership and coordination of your team • Technical Design • Compliance Checking • Construction stage service
<p>1000 words maximum</p> <p>plus one side A4 sheet per CV</p>	<p>Word count:</p>
	Weighting 25%
Q5	Please demonstrate, utilising examples from previous projects or other evidence to demonstrate your knowledge and experience with regards

	<p>designs to ensure the design meets the development budget, client specifications and strategies as set out at the planning stage.</p> <p>Your response should cover as a minimum, approaches to:</p> <ul style="list-style-type: none"> • Ground Source Heat Pumps and shared ground loop networks • Solar PV • How dynamic thermal modelling and overheating risk analysis have created efficiencies in design
2500 words maximum	<p>Word count:</p>
	Weighting 30%

Schedule 5 - Pricing Schedule

PARCEL 1.1 AND PARCEL 1.2

Detailed Design RIBA Stage 4 Mechanical and Electrical Services Design Engineer		Parcel 1.1	Parcel 1.2
1	Design Risk Assessment		
2	Strategy and design of heating and ventilation		
3	Ground source heat pump thermal response test and reports		
4	Ground source heat pump design and performance specification.		
5	Dynamic thermal modelling and over-heating risk analysis		
6	Design & specifications for portfolio of house and apartments types		
7	Design, specification and schedules for plots		
8	Design, specification and schedules for apartment communal areas		
9	Design & specification for external lighting		
10	Design and specification for car park lighting		
11	Input for the Employers Requirements		
12	PROVISIONAL SUM for attended meetings as Project Brief Table 4		
13	PROVISIONAL SUM for planned virtual meetings as Project Brief Table 4		
14	Ad-hoc virtual meetings with the OHHT or other designers		
15	Health and Safety File		
	Total for Detailed Design Parcel 1.1 and 1.2		

SCHEDULE 5A CONTINUED

Main Contract Tender Stage		Parcel 1.1	Parcel 1.2
1	Dialogue with main contractor(s) to enable completion of bids		
2	Compliance check Contractors Proposals		
3	PROVISIONAL SUM for planned virtual meetings as Project Brief Table 4		
	Total for Main Contract Tender Stage Parcel 1.1 and 1.2		

Construction Stage		Parcel 1.1	Parcel 1.2
	Pre-Start		
1	Engagement during construction lead- in period		
2	PROVISIONAL SUM for attended meetings as Project Brief Table 4		
3	PROVISIONAL SUM for virtual meetings as Project Brief Table 4		
4	Ad hoc virtual meetings with OHHT or other designers		
	Site Works		
5	Provide design information reasonably required for construction or each parcel. Review and comment on design information from the main contractor(s). Respond to any Mechanical and Electrical Services Design Engineering related queries raised by the main contractor(s)		
6	Witness testing air leakage and sound transfer tests		
7	Witness testing and commissioning		
8	PROVISIONAL SUM for attended meetings as Project Brief Table 4		
9	PROVISIONAL SUM for virtual meetings as Project Brief Table 4		
10	Ad hoc virtual meetings with OHHT or other designers		

	Compliance Checking		
11	PROVISIONAL SUM for bimonthly on-site compliance checking of Mechanical and Electrical Services Design Engineering elements as Project Brief Table 4		
12	Compliance checking the main contractor(s) design		
	Total for Construction Stage Parcel 1.1 and 1.2		

Completion Stage		Parcel 1.1	Parcel 1.2
1	Written statement of Mechanical and Electrical Services Design Engineering compliance at each Partial Possession as set out in Project Brief Table 3.		
2	Written statement of Mechanical and Electrical Services Design Engineering compliance at Practical Completion		
	Total for Completion Stage Parcel 1.1 and 1.2		

SCHEDULE 5A CONTINUED

Additional Services

If the nature and scope of the Service is materially altered and the Employer and Mechanical and Electrical Services Design Engineer agree that as a result the Mechanical and Electrical Services Design Engineer may be required to perform additional services, then as soon as possible thereafter the Mechanical and Electrical Services Design Engineer shall submit full and detailed particulars of the additional services and provide an estimate of the additional fee.

Time Charges

The Employer may (at its discretion) instruct the Mechanical and Electrical Services Design Engineer to commence any such additional services for an additional fee, to be calculated on a time charge basis at the VAT exclusive rates set out as follows for a PROVISIONAL number of hours.

This section will form part of your Fee Schedule but will be subject to omission under instruction during the currency of your Appointment.

PROVISIONAL SUM - Time Charges			Parcel 1.1		Parcel 1.2	
	Grade	£ / hr	Hours	Total	Hours	Total
1	Partner		2		1	
2	Associate		10		5	
3	Project Leader		15		10	
4	Senior M&E Services Design Engineer		20		10	
5	Project M&E Services Design Engineer		30		20	
6	Design Technician		75		50	
7	M&E Services Design Engineer Assistants		25		20	
8	Junior Assistants		25		20	
	PROVISIONAL Total for Time Charges					

Time Charged rates must include for all printing, travelling, travel costs and disbursements associated with the delivery of the Service

SCHEDULE 5B

PRICING SCHEDULE - PARCEL 1.3

Parcel 1.3 is included as an option within this procurement.

Detailed Design RIBA Stage 4 Mechanical and Electrical Services Design Engineer		Parcel 1.3
1	Design Risk Assessment	
2	Strategy and design of heating and ventilation	
3	Ground source heat pump thermal response test and reports	
4	Ground source heat pump design and performance specification.	
5	Dynamic thermal modelling and over-heating risk analysis	
6	Design & specifications for portfolio of house and apartments types	
7	Design, specification and schedules for plots	
8	Design, specification and schedules for apartment communal areas	
9	Design & specification for external lighting	
10	Design and specification for car park lighting	
11	Input for the Employers Requirements	
12	PROVISIONAL SUM for attended meetings as Project Brief Table 4	
13	PROVISIONAL SUM for planned virtual meetings as Project Brief Table 4	
14	Ad-hoc virtual meetings with the OHHT or other designers	
15	Health and Safety File	
	Total for Detailed Design for Parcel 1.3	

Main Contract Tender Stage		Parcel 1.3
1	Dialogue with main contractor(s) to enable completion of bids	
2	Compliance check Contractors Proposals	
3	PROVISIONAL SUM for Meetings as Project Brief Table 6	
	Total for Main Contract Tender Stage for Parcel 1.3	

SCHEDULE 5B CONTINUED

Construction Stage		Parcel 1.3
	Pre-Start	
4	Engagement during construction lead- in period	
5	PROVISIONAL SUM for attended meetings as Table 6	
6	PROVISIONAL SUM for virtual meetings as Table 6	
7	Ad hoc virtual meetings with OHHT or other designers	
	Site Works	
8	Provide design information reasonably required for construction or each parcel. Review and comment on design information from the main contractor(s). Respond to any Mechanical and Electrical Services Design Engineering related queries raised by the main contractor(s)	
9	Witness testing air leakage and sound transfer tests	
10	Witness testing and commissioning	
11	PROVISIONAL SUM for attended meetings as Table 6	
12	PROVISIONAL SUM for virtual meetings as Table 6	
13	Ad hoc virtual meetings with OHHT or other designers	
	Compliance Checking	
14	Bimonthly compliance checking of Mechanical and Electrical Services Design Engineering elements	
15	Compliance checking the main contractor(s) design	
	Total for Construction Stage for Parcel 1.3	

Completion Stage – PROVISIONAL 10No		Parcel 1.3
1	Written statement of Mechanical and Electrical Services Design Engineering compliance at each Partial Possession	
2	Written statement of Mechanical and Electrical Services Design Engineering compliance at Practical Completion	
	Total for Completion Stage for Parcel 1.3	

SCHEDULE 5B CONTINUED

Additional Services

If the nature and scope of the Service is materially altered and the Employer and Mechanical and Electrical Services Design Engineer agree that as a result the Mechanical and Electrical Services Design Engineer may be required to perform additional services, then as soon as possible thereafter the Mechanical and Electrical Services Design Engineer shall submit full and detailed particulars of the additional services and provide an estimate of the additional fee.

Time Charges

The Employer may (at its discretion) instruct the Mechanical and Electrical Services Design Engineer to commence any such additional services for an additional fee, to be calculated on a time charge basis at the VAT exclusive rates set out as follows for a PROVISIONAL number of hours.

This section will form part of your Fee Schedule but will be subject to omission under instruction during the currency of your Appointment.

	PROVISIONAL SUM for Time Charges			Parcel 1.3
	Grade	£ / hr	Hours	Total
1	Partner		2	
2	Associate		5	
3	Project Leader		10	
4	Senior M&E Services Design Engineer		15	
5	Project M&E Services Design Engineer		20	
6	Design Technician		50	
7	M&E Services Design Engineer Assistants		20	
8	Junior Assistants		20	
	PROVISIONMAL Total for Time Charges for Parcel 1.3			

Time Charged rates must include for all printing, travelling, travel costs and disbursements associated with the delivery of the Service

MAIN SUMMARY FOR SCHEDULES 5A AND 5B

SCHEDULE 5A	Parcel	Parcel
Fee Schedule Summary for Parcels 1.1 and 1.2	1.1	1.2
Total Detailed Design		
Total Main Contract Tender and Construction Stage		
Total for Completion Stages		
Service Total for Parcels 1.1 and 1.2		
Time Charge Total for Parcels 1.1 and 1.2		

SCHEDULE 5B (OPTIONAL)	
Fee Schedule Summary for Parcels 1.3	
Total Detailed Design	
Total Main Contract Tender and Construction Stage	
Total for Completion Stages	
Service Total for Parcel 1.3	
Time Charge Total for Parcels 1.3	

Total for Schedules 5A and 5B	
These sums will be used for the pricing calculation set out at Section 4.2 of the ITT	
Lump Sum for Service	
Time Charge - Provisional	

SCHEDULE 5C

FEE INSTALMENTS

PARCEL 1.1	Amount
Detailed Design Stage	
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Month 6	
Main Contract Tender & Pre-Start	
Bid Clarification Period	
Month 1	
Month 2	
Pre-Start (Lead – in) Period	
Month 1	
Month 2	
Month 3	
Construction Stage	
Bimonthly compliance checks	
33 monthly Instalments of	
Total Fee for Parcel 1.1	

SCHEDULE 5C

FEE INSTALMENTS CONTINUED

PARCEL 1.2	Amount
Detailed Design Stage	
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Main Contract Tender & Pre-Start	
Bid Clarification Period	
Month 1	
Month 2	
Pre-Start (Lead – in) Period	
Month 1	
Month 2	
Month 3	
Construction Stage	
Bimonthly compliance checks	
42 monthly Instalments of	
Total Fee for Parcel 1.2	

SCHEDULE 5C

FEE INSTALMENTS CONTINUED

PARCEL 1.3	Amount
Detailed Design Stage	
Month 1	
Month 2	
Month 3	
Month 4	
Month 5	
Main Contract Tender & Pre-Start	
Bid Clarification Period	
Month 1	
Month 2	
Pre-Start (Lead – in) Period	
Month 1	
Month 2	
Month 3	
Construction Stage	
Bimonthly compliance checks	
37 monthly Instalments of	
Total Fee for Parcel 1.3	

Schedule 6 - Site Plans and Other Information

Refer to Section 3 of Schedule 2 Service Specification,

These documents can be viewed and downloaded via Project Vault. Please contact Jitka Konecna at jitka.konecna@eastleigh.gov.uk to request an invitation to register for access to the One Horton Heath Project Vault.

Schedule 7 - Freedom of Information and Sensitive Data

1. The Authority is subject to the Freedom of Information Act 2000 (“**Act**”) and Environmental Information Regulations 2004 (“**EIR**”).
2. The Authority may be required to disclose information concerning the Tender and/or the Contract to anyone who makes a reasonable request under the Act and/or the EIR.
3. If Bidders consider that any of the information provided in their Tender is commercially sensitive (meaning that it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as “CONFIDENTIAL” together with a valid reason in support of the information being exempt from disclosure under the Act and EIR. The Authority will not assess whether the information marked as CONFIDENTIAL would be treated as confidential in the event of a request under either of the Act and/or EIR.
4. In the event of an information request, the Authority will endeavour to consult with the affected Bidder(s) before it releases any information to a third party under the Act or EIR. SUPC shall be entitled to determine at its absolute discretion whether any information is exempt from the Act and/or the EIR, or if any such information is to be disclosed in response to a request for information. NEUPC will be obliged to make its decision on disclosure in accordance with the provisions of the Act or the EIR (as the case may be) and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR and, where appropriate, where instructed by the Information Commissioner.
5. The Authority will not be held liable for any loss or prejudice caused by the disclosure of information that:
 - a. has not been clearly marked as “CONFIDENTIAL” with supporting reasons;
 - b. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret would be likely to prejudice the commercial interests of any person); or
 - c. in cases where there is no absolute statutory duty to withhold information, in any event where it is in the public interest to disclose any such information.
6. The Authority may make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. The Authority shall seek to agree with the successful Bidder the nature of any such information.
7. 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 Public Contracts Regulations 2015.
8. The Authority is subject to data protection law being all applicable statutes and regulations pertaining to the processing of personal data, including the privacy and security of personal data.

9. As part of the Authority's obligations under data protection law it is required to process personal data lawfully and transparently. The ways in which we process personal data are set out on www.eastleigh.gov.uk/privacy.
10. Where as part of the procurement process you provide us with the names of individuals such as employees or contractors we will process their personal data in accordance with our information notice and we request that you pass the details of the way we process personal data to those individuals.

Schedule 8 - Non-Collusion Certificate and Form of Tender

To: Project Lead - One Horton Heath (Mechanical and Electrical Services Design Engineer Services Procurement)
Eastleigh Borough Council

Date: [Bidder to insert date]

The essence of selective tendering is that *bona fide* competitive bids are received from all persons tendering. In recognition of this principle I/we confirm that:-

- a. this is a *bona fide* Tender;
- b. I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person;
- c. there has been no distortion of competition caused by our participation in this Tender;
- d. there is no actual or potential conflict of interest in our submission of this Tender; and
- e. I/ we have not canvassed or solicited (and will not in the future) any member of the Authority in connection with the award of this Tender or any other tender or proposed tender and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a. communicate to a person other than the Authority the amount or approximate amount on my/our proposed Tender (other than in confidence in order to obtain insurance premium quotations necessary for the preparation of the Tender);
- b. enter into any agreement or arrangement with any other person that s/he shall refrain from tendering or as to the amount of any Tender submitted;
- c. offer or agree to pay or give or pay any sum of money, inducement or any other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to this Tender and/or any other tender or proposed tender; or
- d. commit any offence under the Bribery Act 2010.

I/We confirm that:-

- a. we understand the relevant public procurement process and the Contract documents;

- b. this Tender is submitted strictly in accordance with the Contract documents without any conditions or qualifications;
- c. our offer in this Tender will be capable of acceptance for a period of 120 days from the date of this Tender; and
- d. we shall execute the Contract without amendment and on the Authority's request.

I/We also agree:-

- a. to be responsible for obtaining at our expense all information necessary for the preparation and submission of our Tender;
- b. that all statements made by me/us in response to the standard Selection Questionnaire remain true and valid in all respects;
- c. to keep the Authority regularly informed that none of the mandatory or discretionary grounds of exclusion as set out in the Public Contracts Regulations 2015 apply to me/us or any consortium or grouped entity (save where the Authority has already been informed and I/we have taken appropriate steps to address such issues (as the case may be)); and
- e. to keep strictly confidential all information supplied by the Authority in or in connection with this Tender.

I/We further understand and acknowledge that:-

- a. the Authority is not bound to accept this Tender, the lowest or any Tender and that the Authority may, unless a person submitting a Tender has expressly stipulated to the contrary, accept any part of any Tender;
- b. all information supplied by the Authority (and/or information contained in publications supplied by the Authority) to any person submitting a tender is supplied only for general guidance in the preparation of the Tender. Any person submitting a tender must satisfy themselves as to the accuracy of any such information and the Authority accepts no responsibility for any loss or damage of whatever kind and howsoever caused arising from the use of such information;
- c. in the event that my/our Tender is accepted by the Authority the supply of Services shall be in accordance with the Contract documents, and;
- d. until the Contract is executed, this Tender acceptance shall not constitute any binding contract between us.

I/We further confirm that the principles above have been, or will be, brought to the attention of all sub-contractors, consortia members and associated third parties providing services or materials connected with this Tender, and any contract entered into with the sub-contractors,

consortia members or associated companies will be made on the basis of compliance with the above principles by all parties.

Name and Position:	[Insert name and position]
Email:	[Insert e-mail]
Signature:	[Provide signature(s)]
For and on behalf of:	[Insert Bidder Name]
Address:	[Insert Bidder address]