

**North Stoneham Public Art Project 1**

‘Here/There Clock’ – Technical Design, Fabrication, Installation, Maintenance.

**Invitation to Tender**

North Stoneham Park – Public Art Project 1

North Stoneham Park

Eastleigh, Hampshire

SO50 9RH

Doc Ref no: EBC/STONEHAM/004

Revisions:

10- 08-20: Revision 1 - Submission Version - Word document for Edit by Tenderers'

Issued to South East Business Portal for tenderers response. Note: Text has not been edited in this revision however Apendices are missing:

**Please refer to original issue for the full package of information. This version of the document is provided for the Tenderer Response only.­­**

**Invitation to Tender**

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| **Location:** | North Stoneham Park  Eastleigh  Hampshire  SO50 9RH |
| **Return by Date:** | **Friday 28 August 2020, 5pm.** |
| **Pre-Construction Information** | Please see Appendix G |
| **Conditions of Contract** | 1. Technical Design, Fabrication and Installation works will be under JCT Minor Works Building Contract with Contractor’s Design - as per attached Preliminaries document. 2. Follow-on Maintenance Contract will be under Eastleigh Borough Council standard Terms and Conditions for the supply of Services alongside an approved service package, to be agreed as part of these works. |
| **Programme** | Please see appendix H. |
| **Description of the Works** | Eastleigh Borough Council (EBC) seeks to appoint a suitably qualified and experienced design and fabrication contractor for the Implementation Stage of this Public Art Project.  EBC has approved the Concept Design (RIBA Stages 1 – 3) of a Public Artwork by Michael Pinsky. The Artwork comprises a landmark freestanding clock that conveys real-time bus departure information.  The Artwork is to be situated in a newly constructed Neighbourhood Square on the North Stoneham Park development in Eastleigh.  The scope of this tender is through RIBA Stages 4 to 7 and requires the fabricator to work with the appointed artist to develop the approved Concept Design through Technical Design stages and provide Fabrication and Installation services. The Contract also requires a follow-on after-care annual service and maintenance package.  Refer to Appendices E and F for Tender Drawings and Tender Specification.  The works require:   * Full design responsibility including Principal Designer (CDM 2015) and Principal Contractor (CDM 2015); Note that at present the Artist, Michael Pinsky, is appointed as Principal Designer however this role is likely to be transferred to the Contractor as Technical Design Stage commences. * The Contractor to work in a collaborative and co-operative manner with the Appointed Artist (Michael Pinsky); and, * Liaison and co-operation with the site Developer (Highwood) Construction team and local service providers such as Hampshire County Council Transport team and relevant Bus company.   The Tender requires:   1. Technical Design of all elements of the Clock including:    1. All electronics, software and mechanisms;    2. Liaison with relevant bodies (such as bus service provider, and Hampshire County Council Transport team) in order that real-time systems are compatible.    3. lettering and signage;    4. Foundations; supporting pole and structure;    5. Specification for installation including all fixings, fittings required to install and power the clock;    6. And any other aspects arising to fulfil the Technical Design stage of these works. 2. The Technical Design Stage must provide:    1. a simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements of the commission, and:    2. The production of technical information in a format suitable for submission for a Planning Application. 3. Following approval of the Technical Design Stage, the Contract will proceed to Fabrication and Installation, which includes:    1. Fabrication of approved Technical Design in accordance with approved drawings.    2. Liaison with the Artist throughout fabrication and installation work stages.    3. Liaison and co-operation with the site Developer (Highwood) Construction team with regard to supply of drawings, timing of works, site establishment, securing of boundaries etc.    4. Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.    5. Provide testing all of electrical components and software for safety and functionality.    6. A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.    7. A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction. |

* 1. **Introduction**

Eastleigh Borough Council wish to invite Contractors with the appropriate skills, experience, procedures and financial standing to submit a tender to work with an appointed artist to deliver a Public Artwork as described in this document.

The successful tenderer will be able to provide technical design and engineering skills appropriate to all aspects of the delivery of the Public Artwork described in this Brief. Use of suitably qualified sub-contractors where appropriate is acceptable however appropriate and consistent oversight throughout the project from the appointed Contractor is a requirement of this appointment.

* 1. Tenderers are required to fully acquaint themselves with the full extent of the nature of the works required to ensure that all labour, materials and plant required to complete the works are included within the tender.
  2. This tender document is set out, and includes information, as follows:

Appendix A - Envelope 1: Qualification Envelope: Supplier Selection Questionnaire;

Appendix B - Envelope 2: Technical Envelope;

Appendix C - Envelope 3: Commercial Envelope;

Appendix D – Preliminaries;

Appendix E – Tender Drawings;

Appendix F – Tender Specifications;

Appendix G – Pre-Construction Information;

Appendix H – Programme;

Appendix J – Project Team Structure;

Appendix K – Work Schedules;

Appendix L – Form of Collateral Warranty;

Appendix M - CDP Employer’s Requirements.

Appendix N - Eastleigh Borough Council Standard Terms and Conditions for the Supply of Services (ref: Maintenance Package).

**2.0 Conditions of Contract**

2.1 Following the evaluation of the quotations received, EBC will award in accordance with the following terms and conditions:

|  |  |
| --- | --- |
| **Form of Appointment** | JCT Minor Works Building Contract with Contractor’s Design. |
| **Professional Indemnity Insurance Level** | £5,000,000 |
| **Public Liability Insurance Level** | £10,000,000 |
| **Employers Liability Insurance Level** | £5,000,000 |
| **Collateral Warranty** | To be provided in the favour of Funder/Purchaser/Tenant. To be twice assignable. |
| **Contract Execution** | To be executed as a Deed. |
| **Payments** | Monthly Valuations |

1. **Timescales**

3.1 Interested organisations are required to submit their quotation and their supporting documentation in English through the South East Business Portal e-tendering site (<https://sebp.due-north.com/>) by the following deadline:

**Time: 5pm**

**Date: 28/08/2020**

Please ensure that you allow sufficient time to upload your tender submission. Tender responses that are received late or incomplete will be rejected and will not be considered for acceptance.

3.2 All tender responses submitted must remain open for acceptance for a period of 90 days from the deadline date above.

3.3 Eastleigh Borough Council reserves the right not to accept any of the tender responses that they receive and not to award a contract in connection with these works or to terminate this procurement process at any time.

1. **Clarifications**

4.1 Any questions concerning the requirement, or of a qualification, technical or commercial nature, must be submitted through the messages function of the South East Business Portal by 24/08/2020, 12 noon. No officers of EBC should be contacted directly in connection with this ITT and any supplier that attempts such contact may be disqualified.

4.2 All questions received will be treated anonymously and Eastleigh Borough Council’s response will be shared with all of the tenderers.

4.3 Should it be considered necessary, EBC will seek clarification from suppliers on any elements of their quotation that they consider to be unclear.

4.4 Site visits are strictly by prior arrangement only and should be arranged with;

Alice Harwood

Principal Landscape Officer

Eastleigh Borough Council

023 8068 8353

[alice.harwood@eastleigh.gov.uk](mailto:alice.harwood@eastleigh.gov.uk)

1. **Quotation**

5.1 For their quotation to be considered for acceptance, suppliers must complete in full each of the following sections:

* Envelope 1: Qualification Envelope(electronic): Supplier Selection Questionnaire (SSQ);
* Envelope 2: Technical Envelope (electronic);
* Envelope 3: Commercial Envelope (electronic);
* Completed Works Schedules (issued for completion within Appendix L)

5.2 Eastleigh Borough Council reserve the right to exclude any tender return where the supplier concerned has not completed all the documents noted in 5.1 above in full.

**6 Financial Risk**

6.1 As part of the evaluation of tender responses received, and in accordance with its responsibilities to safeguard the expenditure of public money, it is Eastleigh Borough Council’s policy to consider the economic and financial standing of the suppliers concerned.

6.2 For all suppliers that submit tenders, a financial risk analysis will be carried out using Creditsafe. The evaluation methodology will include a verification of company identity, credit limits, contract limits, accounts, turnover, risk rating, borrowing limits, contract sums and whether there are any payment disputes. The financial assessment will be carried out by an Eastleigh Borough Council CIPFA Qualified Accountant and will be assessed on a pass/fail basis.

1. **Pricing**

7.1 All prices must be fixed for the period of the works and be inclusive of all disbursements and expenses associated with the works, but exclusive of VAT.

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

1. **Evaluation**

8.1 Tender returns will be evaluated on the basis of the "most economically advantageous tender" and Eastleigh Borough Council will identify this using the selection criteria of 60% Technical/ 40% Price.

8.2 Qualification Envelope: Supplier Selection Questionnaire (SSQ)

Qualification Envelope questions are included in Appendix A of this document. The suitability and capability of suppliers to carry out these works will be determined by Eastleigh Borough Council based upon the responses received in the Qualification Envelope - Supplier Selection Questionnaire (SSQ). This section is scored entirely on a "pass or fail" basis.

8.3 Technical Envelope

Technical Envelope questions are included in Appendix B of this document. Suppliers must respond to all of these questions in sufficient detail in order to meet the minimum scoring requirement:

The responses to each of the technical questions will be evaluated by officers from Eastleigh Borough Council and scored from 0 to 5 using the Scoring Scale noted below. Each response must receive a minimum of 2 marks for the suppliers' quotation to be considered for acceptance.

**Scoring Scale**

| **Score** | **Rating** | **Criteria for Awarding Score** |
| --- | --- | --- |
| **0** | **Unacceptable** | The information is omitted/no details provided, or irrelevant answer provided. **Fail.** |
| **1** | **Poor** | The Authority has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response. **Fail.** |
| **2** | **Fair** | The submission is superficial and generic in its scope. The Authority has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard. |
| **3** | **Satisfactory** | The Authority is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard. |
| **4** | **Good** | The submission is robust and well documented. The Authority is confidentthat the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard. |
| **5** | **Excellent** | The proposal is innovative and adds value. The Authority is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard. |

8.4 Commercial Envelope

The prices received from suppliers will be evaluated on a standard deviation approach, relative to the lowest price. This means that the lowest priced tender will receive 100% with all other higher bids scored relative to the lowest price.

For example, where three tenders are received, if the lowest overall tender is £10,000, that tender will be awarded 100%. The second lowest bid received of £15,000 will therefore be awarded with 66.67% and the highest bid received at £17,500 will be awarded with 57.14%. These figures are then converted to a percentage score out of 40%.

The percentage out of 40% will then be added to the percentage quality score.

1. **Confidentiality**

9.1 All information that is provided to suppliers in connection with this ITT is considered to be of a confidential nature and should not be disclosed to a third party except for the purposes of preparing a quotation. Eastleigh Borough Council assures confidentiality to those contractors that submit quotations.

9.2 Copyright in the documents comprising the contract is vested in Eastleigh Borough Council but the successful Contractor may obtain, or make at their own expense, any further copies required for use by them in performing the contract.

**10 Data Protection**

10.1 The Service Provider shall at all times during the period of this Agreement comply with the provisions and obligations imposed by the General Data Protection Regulation 2018 (GDPR) and shall indemnify and keep Eastleigh Borough Council indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this clause.

10.2 The Service Provider shall ensure that, to the extent that it stores and processes data in connection with this Agreement, it shall comply with the provisions and obligations imposed on it by the GDPR.

10.3 The Service Provider shall also comply fully with all applicable guidelines issued by the Information Commissioner in the UK from time to time.

10.4 Eastleigh Borough Council shall on giving reasonable notice to the Service Provider be entitled to audit the procedures of the Service Provider (which shall include the right to enter the Service Provider’s premises and/or view the Service Provider’s systems) for the purposes of ensuring compliance with this clause and to take any reasonable steps to satisfy itself that the Service Provider is so complying.

10.5 In the event that the Service Provider becomes aware that it or any of its staff, agents or representatives are processing data in contravention of this clause, the Service Provider shall promptly give written notice to Eastleigh Borough Council with full details of such contravention.

10.6 The Service Provider will provide data processed under this Agreement in its possession as requested by Eastleigh Borough Council from time to time in accordance with the time-scale specified by Eastleigh Borough Council. Where Eastleigh Borough Council requests data for the purpose of complying with a request, including a data subject access request under the GDPR, the Service Provider will retrieve the relevant data and provide a full copy of such to Eastleigh Borough Council as soon as is possible but in any event within five (5) Working Days of such a request being made.

10.7 The Service Provider will co-operate and provide reasonable assistance with any proceedings or inquiry by Eastleigh Borough Council, an affected data subject and/or the Information Commissioner or other body authorised by statute which are concerned with the GDPR in connection with data processed under this Agreement.

10.8 The Service Provider will on termination, or expiry of this Agreement and at the request of Eastleigh Borough Council, either return to Eastleigh Borough Council, or destroy the data, processed under this Agreement (and all copies of such data) in the Service Provider’s possession or other as directed by Eastleigh Borough Council.

**Appendix A**

**Envelope 1 - Qualification Envelope: Supplier Selection Questionnaire (SSQ)**

**Part 1: Potential Supplier Information**

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| --- | --- | --- |
| **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 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-1)? | Yes/ No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-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]](#footnote-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 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 |  |  |  | | 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.

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| --- | --- | --- |
| **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) | Telephone: |  |
| 1.3(e) | Email: |  |
| 1.3(f) | Postal address: |  |
| 1.3(g) | Signature: |  |
| 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.

|  |  |  |
| --- | --- | --- |
| **Part 2 Section 1** | **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 at the following web address which should be referred to before completing these questions (please paste the link below into a web browser to access):  <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf>  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 web address noted above. | |
|  | 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 and the 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? | 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.

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| **Section 3** | **Grounds for discretionary exclusion** | |
| **Question number** | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on the web page link provided in 2.1 (a), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world if 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 |

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| 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) | 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/ No  If Yes please provide details at 3.2 |
| 3.1 (j) - (ii) | The organisation has withheld such information. | Yes/ No  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 of the Public Contracts Regulations 2015. | Yes/ No  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 provide 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 |
| 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? |  |

**Part 3: Selection Questions**

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| **Section 4** | **Economic and Financial Standing** | |
| **Question number** | **Question** | **Response** |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If you have answered no, can you provide **one** of the following: (Answer yes/no 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 is 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 | The minimum financial threshold for this procurement is a turnover of £160,000, please self-certify by answering ‘Yes’ or ‘No’ that you meet this turnover threshold. | 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 |

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| --- | --- | --- | --- |
| **Section 6** | **Technical and Professional Ability** | | |
| 6.1 | **Relevant experience and contract examples**  Please provide details of two 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.  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 two separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (two 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. | | |
| **Contract 1** | | | |
| Name of customer organisation: | | |  |
| Point of contact in the organisation: | | |  |
| Position in the organisation: | | |  |
| E-mail address: | | |  |
| Contract start date: | | |  |
| Contract completion date: | | |  |
| Estimated contract value: | | |  |
| **Description of the Contract** (Maximum 500 words) | | | |
|  | | | |
| **Contract 2** | | | |
| Name of customer organisation: | | |  |
| Point of contact in the organisation: | | |  |
| Position in the organisation: | | |  |
| E-mail address: | | |  |
| Contract start date: | | |  |
| Contract completion date: | | |  |
| Estimated contract value: | | |  |
| **Description of the Contract** (Maximum 500 words) | | | |
|  | | | |
| 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). | |
|  | |  | |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under the Modern Slavery Act 2015** | |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015 (Transparency in Supply Chains) | Yes/ No |
| 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 below |
|  | | |

**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** | |
| 8.1.1 | 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 by indicating yes or no:  Professional Indemnity Insurance Level £5,000,000  Public Liability Insurance Level £10,000,000  Employers Liability Insurance Level £5,000,000  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. | |
| **8.2** | **Compliance with Equality Legislation** | |
| 8.2.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes/No |
| 8.2.2 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If  If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.  You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | Yes/ No |
| 8.2.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes/ No |
| **8.3** | **Environmental Management** |  |
| 8.3.1 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or Authority (including local Authority)?  If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.  The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | Yes/ No |
| 8.3.2 | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | Yes/ No |
| **8.4** | **Health and Safety** |  |
| 8.4.1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | Yes/ No |
| 8.4.2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.  The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | Yes/ No |
| 8.4.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes/ No |
| 8.4.4 | In accordance with Managing and Working with Asbestos L143 Code of Practise and CAR 2012, please confirm that you or a member of your company has undertaken the following asbestos training and holds current certification;   * Asbestos Awareness Training (Category A) * Non-licensable work, including Notifiable Non-licenced Work (Category B) | Yes/ No  Yes/ No |
| 8.4.5 | Confirm that your workforce holds CSCS cards appropriate to their role. | Yes/No |
| 8.4.6 | Has your organisation had any contracts terminated in the last 3 years, ever not had a contract renewed for failure to perform to the terms of the contract or any contracts where the customer has claimed damages? | Yes/ No |

|  |  |
| --- | --- |
| **Section 9** | **Business Activities** |
| **9.1** | **What are the main business activities of your organisation** |

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| --- |
|  |

**Appendix B**

**Envelope 2 - Technical Envelope**

Suppliers must respond to each of these questions in sufficient detail in order to meet the minimum scoring requirement. Please note the word count and page limits stated. Exceeding these will invalidate your tender response.

|  |  |
| --- | --- |
| **Q. 1** | **Response to Outline Specification and Deliverables.** |
|  | The outline Specification and Deliverables are given in Appendices E and F. Please provide your Method Statement for taking the Concept Design as shown in Appendix E through Technical Design, Fabrication to Installation of the completed and fully functional Artwork.  **(40%)** |
| No page limit applies |  |
| **Q. 2** | **Skills Knowledge & Experience** |
|  | Provide person profiles to include experience, qualifications and membership of professional bodies for the key personnel that are to be assigned roles on this project.  Your response should be based on technical capabilities and demonstrate experience in similar projects.  **(20%)** |
| Response  500 words maximum per profile |  |
| **Q. 3** | **Risk** |
|  | Identify the three greatest risks that you consider will require treating as part of your works on this project. Include the following for each risk:  Cause and Effect;  Impact;  Likelihood;  Severity;  Financial Impact;  Proposed Mitigations.  **(20%)** |
| Three sides A4 maximum |  |
| **Q. 4** | **Similar Experience** |
|  | With reference to the contracts detailed by you in your response to section 6, please provide examples of how you successfully managed working relationships between stakeholders throughout each RIBA Work Stage.  **(20%)** |
| Four sides A4 maximum |  |

**Appendix C**

**Envelope 3 - Financial Envelope**

**Form of Tender**

The Form of Tender is in five parts;

* Part 1: Tenderer’s contact details
* Part 2: Acknowledgement and undertaking
* Part 3: Tender Sum
* Part 4: Statement of interest
* Part 5: Collusive tendering certificate

You must complete and return all four parts. Each part must be signed by representatives who are authorised on behalf of the tenderer.

**Part 1: Tenderer’s contact details**

|  |  |
| --- | --- |
| Name of Tenderer: | |
|  | |
| Registered office address: | |
|  | |
|  | |
|  | |
| Business address (if different): | |
|  | |
|  | |
|  | |
| Name of Contact: | |
| Tel. no: | Fax no: |
| E-mail address: | |

**Part 2: Acknowledgement and undertaking**

1. I/ We acknowledge that Eastleigh Borough Council has invited us to tender for the Technical Design, Fabrication, Installation and Maintenance of the Public Artwork (Here/There Clock) as designed by the appointed Artist Michael Pinsky.

2. I/ We acknowledge that we have examined the documents and the terms and conditions of contract and have had the opportunity to ask Eastleigh Borough Council for clarification and to propose changes before we submit our tender.

3. I/ We acknowledge that we have received notice of any changes to the documents or the terms and conditions or both that Eastleigh Borough Council are prepared to accept.

4. I/ We acknowledge that Eastleigh Borough Council has made clear to us that it will not enter into any negotiations whatsoever on the terms and conditions of contract after the latest date for submission of tenders.

5. In consideration of Eastleigh Borough Council inviting us to tender for this contract, we agree and declare that our tender is not qualified by or conditional upon any changes to the documents or the terms and conditions of contract, other than those (if any) which Eastleigh Borough Council has advised us it is prepared to accept.

6. I/ We undertake that, if our tender is acceptable to Eastleigh Borough Council, we will not seek to introduce or negotiate any changes to the terms and conditions of contract or to delay execution or signature of the contract documents by reason of any such changes.

7. I/ We acknowledge that we have had the opportunity to take legal, commercial and insurance advice from our professional advisers before making this tender.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this Acknowledgement and Undertaking for and on behalf of (tenderer): |
| Date: |

**Part 3: Tender Sum**

**Offer for a contract for:** Technical Design, Fabrication and Installation of the Public Artwork (Here/There Clock) as designed by the appointed Artist Michael Pinsky.

**To:** Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh SO50 9YN.

1. We have examined the instructions to tenderers and conditions of contract and all other documents issued by Eastleigh Borough Council for the supply of works in connection with the above contract.
2. I/We having read the Tender Documents and having examined the Drawings, Specifications, Contract Conditions, Appendices and other documents referred to therein, do hereby offer to execute and complete the design and construction of the whole of the Works described for the fixed price sum of:

£……………………………………………. excluding VAT (as detailed in the attached completed work schedules).

I/ We undertake to complete the works within …...(contractor to insert) weeks from the date of possession. All periods of time stated are inclusive of public and building industry holidays and exclude night and weekend working.

3. Should our tender be accepted, we undertake to execute a formal agreement incorporating the documents mentioned above. Until such an agreement is executed, this Form of Tender and the acceptance hereof by Eastleigh Borough Council shall constitute a binding contract between us.

4. We acknowledge and understand that the insertion by us of any conditions qualifying our tender or any unauthorised alteration to any of the tender documents shall cause our tender to be rejected.

5. We understand and accept Eastleigh Borough Council’s requirement for genuine competition in tender procedures, in order to achieve best value. In consideration of your inviting us to tender, we undertake not to do any of the acts (a) to (f) mentioned below. We understand that you will reject our tender if you have reason to believe we have done any of those acts, or have otherwise jeopardised the genuine competition of the tender procedure and that you may report us to the Office of Fair Trading or the Metropolitan Police or both. We understand that you may take steps, including proceedings through the courts, to recover from us any costs or losses incurred by the Council as a result of our anti-competitive behaviour.

We certify that this is a bona fide tender and we have not;

(a) entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of any tender or the conditions upon which any tender is made;

(b) informed any other person of the amount or approximate amount of our tender or any other details of our tender, except where such disclosure was necessary to obtain insurance quotations required for the preparation of the tender or to take advice from our legal and financial advisers;

(c) caused or induced any person to enter into such an agreement as mentioned in paragraph (a) above or to inform us of the amount or approximate amount of any other tender for the contract;

(d) sought or obtained any confidential information from an employee, ex-employee, consultant or member of Eastleigh Borough Council;

(e) directly or indirectly canvassed any member, officer, servant or agent of Eastleigh Borough Council concerning the acceptance of any tender or directly or indirectly obtained or attempted to obtain from any member or officer, information concerning any other tenderer or any tender submitted by another tenderer;

(f) offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this tender or any other tender or proposed tender for the Works any act of the sort described in paragraphs 4(a), (b), (c), (d) or (e).

We also undertake not to do any of the acts mentioned in paragraphs 4(a), (b), (c), (d), (e) or (f) before the latest date and time specified for return of tenders for the contract. In this paragraph, “person” includes companies, firms and unincorporated associations and “agreement” includes any arrangement, whether formal or informal and whether legally binding or not. We also certify that we are not a party to any scheme or arrangement under which any other tenderer may be reimbursed any part of his/her tender cost.

6. We agree that Eastleigh Borough Council may, at their sole discretion, contact any third parties quoted in our tender proposals and may, if they so wish, make inspections of completed projects, the details of which will be provided, if required by Eastleigh Borough Council.

7. We agree that this tender shall remain open for acceptance by you and shall not be withdrawn for a period of **90 days** from the latest date for return of tenders.

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

9. We acknowledge that the Freedom of Information Act 2000 gives a general right of access to information held by public authorities and that Eastleigh Borough Council’s decision on what information will be released in response to an access request is final. We understand that either Eastleigh Borough Council may apply relevant exemptions in appropriate cases.

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this acknowledgement and undertaking for and on behalf of (tenderer): |
| Date: |

**Part 4: Statement of Interest**

Any organisation failing to disclose relationships may be disqualified from being invited to quote or tender.

I / we confirm that no officer, employee or consultant of our organisation is an employee or ex-employee of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is connected to an employee or ex-employee of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is an elected member of the Council or someone who has been an elected member in the last 4 years.

I / we confirm that no officer, employee or consultant of our organisation is related to or otherwise connected with an elected member of Eastleigh Borough Council.

I / we confirm that no officer, employee or consultant of our organisation is involved directly, or indirectly, in providing services to the Eastleigh Borough Council

I / we confirm that no officer, employee or consultant of our organisation, is involved in any other organisation/company that may be interested in bidding for Eastleigh Borough Council’ Works under this tender procedure.

Please use this space to declare any interests that are in conflict with the above statements:

|  |
| --- |
|  |

|  |
| --- |
| Signed: |
| Name in capitals: |
| Position in company: |
| This signatory is authorised to sign this acknowledgement and undertaking for and on behalf of (tenderer): |
| Date: |

**Part 5: Collusive Tendering Certificate**

Tenderers should read the attached documents before signing this Certificate.

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of our 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:-

1. Communicating to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the appropriate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

2. Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

3. Offering or paying or giving or agreeing 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 below.

In this certificate, the word ‘person’ includes any persons or anybody or associated, corporate or unincorporate; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Signed:

………………………………………………………………………

On behalf of:

………………………………………………………………………

………………………………………………………………………

Date:

………………………………………………………………………

**Appendix D**

**Preliminaries See PDF Issue of this document for Appendix D**

**Appendix E**

**Tender Drawings**

* **Here/There Clock Concept Drawings**

**See PDF Issue of this document for Appendix E**

**Appendix F**

**Tender Specifications:**

* **Performance Specification for the Here/There Clock**

To be read in conjunction with drawings provided in Appendix F.

This performance specification is not intended to be exhaustive; it sets out the expected and known parameters for the Works; with further details to be developed with the artist through the Technical Design stage.

1. **Clock face:** 
   1. Size of glass maximum 1530 mm diameter
   2. Glass thickness – minimum 13.5mm laminate
   3. Small amount of visible wiring to centre of clock structure – to be managed visually so as discreet as possible.
2. **Structural design:**
   1. Fabricator to use the visual as the proposed design however then will need to advise the sizes and support required for a workable system with all loadings considered.
   2. Supporting pole and surround in either stainless steel or powder coated steel
   3. Design of Foundations including method of electrical and real-time technology connection.
3. **Electronic and software system:**

C.1.Control system to accept input from timetable and all associated programming and output to the movement of clock hands and clock face illumination.

C.2. Specification for power supply and liaison with site and supply owners to ensure compatibility.

C.3. Software development / programming for extracting electronic bus timetable information and converting it into lighting protocols, including liaison with bus company and Hampshire County Council to ensure compatibility and functionality.

C.4. A complete instruction pack for maintenance and update of the software system, including the option for an ongoing service and maintenance agreement.

1. **Deliverables:**

D.1. Collaborative technical design of all elements of the clock including all electronics, software, mechanism, lettering and signage, supporting pole and structure, and specification for installation including all fixings, fittings required to install and power the clock.

D.2. Production of technical information in a format suitable for submission for a Planning Application.

D.3. Simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements.

D.4. Provision of Duties for Principal Contractor under CDM 2015, where the appointed artist is Principal Designer.

D.5. Fabrication of approved Technical Design.

D.6. Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.

D.7. Provide testing all of electrical components and software for safety and functionality.

D.8. A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.

D.9. A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction.

**Appendix G**

**Pre-Construction Information:**

* **Draft Landscape Plan for Neighbourhood Square**

**See PDF Issue of this document for Appendix G**

**Appendix H**

**Programme & Work Stages.**

**See PDF Issue of this document for Appendix H**

**Appendix J**

**Project Team Structure.**

**See PDF Issue of this document for Appendix J**

**Appendix K**

**Work Schedules – Also available to download as Excel Spreadsheet.**

**To be read in conjunction with Employers Requirements Appendix M and Performance Specification Appendix F.**

**See PDF Issue of this document for Appendix K**

**Appendix L**

**Form of Collateral Warranty**

**See PDF Issue of this document for Appendix L**

**Appendix M**

**CDP Employer’s Requirements**

**Deliverables:**

* Collaborative technical design of all elements of the clock including all electronics, software, mechanism, lettering and signage, supporting pole and structure, and specification for installation including all fixings, fittings required to install and power the clock.
* Production of technical information in a format suitable for submission for a Planning Application.
* Simple functional prototype to demonstrate and ensure the clock mechanism and software function according to the requirements.
* Provision of Duties for Principal Contractor under CDM 2015, where the appointed artist is Principal Designer.
* Fabrication of approved Technical Design.
* Delivery to site of completed works and full installation on site, including all electrical connections and IT connections to ensure it connects with the real-time bus data as specified and power supply as needed.
* Provide testing all of electrical components and software for safety and functionality.
* A service, operation and maintenance manual, including As-Built drawings and specifications and wiring diagrams.
* A service and maintenance plan and schedule in place, to be provided as a follow-on service, including a call-out service, remote or otherwise in the event of malfunction.

1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-1)
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](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-2)
3. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-3)