



## **INVITATION TO TENDER**

**Using a**

**Single Stage Procedure**

**for**

**ALTERATIONS & REFURBISHMENT**

**to**

**COMMERCIAL UNIT - 67 / 69 SEASIDE ROAD, EASTBOURNE**

### **ENQUIRIES**

Enquiries concerning this Invitation to Tender should be referred to:

Name:	Mr George Clarkson	or	Mr Cameron Jones BSc MRICS
Job Title	Building Surveyor		Programme Manager – HEDP team
Address	Faithorn Farrell Timms LLP 10 Hunns Mere Way Woodingdean Business Park BRIGHTON BN2 6AH		Eastbourne Homes Ltd 1 Grove Road Eastbourne East Sussex, BN21 4TW
Email:	georgeclarkson@effefftee.co.uk		Cameron.Jones@eastbournehomes.org.uk
Phone:	01273 305 027		01323 436419 / 07525 255233 / 07730 600060

# **INSTRUCTIONS FOR TENDERING**

## **IMPORTANT INFORMATION**

This Invitation to Tender ("ITT") must be read as one document. Eastbourne Borough Council ("the Council") will not accept liability for any action arising from the reading of any schedule, section paragraph or part out of context.

Failure to comply with any element of the Instructions for Tendering may, at the Council's sole discretion, render the applicant's submission liable to be deemed non-compliant

Except where otherwise stated, every tender received by the Council shall be deemed to have been made subject to the terms and conditions of the Tender Documents.

### **1. COMPLETION OF TENDER DOCUMENTS**

- 1.1 Eastbourne Borough Council invites tenders for building works to the commercial unit at 67/69 Seaside Road comprising alterations and refurbishment.
- 1.2 The contract is a stand-alone building project; it is anticipated that contractor selection and appointment will be within 2 – 3 weeks of tender return date; commencement date is to be agreed with the successful contractor but expected to be no more than 3 weeks after contractor appointment; completion should be no more than 4 – 6 weeks after commencement.
- 1.3 Whilst every attempt has been made to provide all the necessary and correct information, it is the responsibility of candidates to obtain for themselves, at their own expense, information necessary for the preparation of their tenders. The Council will not accept liability for any incorrect or missing information.
- 1.4 Applicants may raise questions and seek clarification of this tender document with the above officers up to seven days prior to the tender closing date. Any clarifying information will be loaded onto Contracts Finder periodically up until the deadline.
- 1.5 Should tenderers wish to visit the site then this can be arranged by contacting Helen Gunnell (Development Assistant – HEDP team, Eastbourne Homes Ltd) on 01323 436425 / 07947461536 or e-mail Helen.Gunnell@eastbournehomes.org.uk. Please note that he/she will only provide access to the site at the site visit. Any specific questions must be submitted in accordance with 1.4 above.
- 1.6 The Tender Documents consist of
  - This Invitation to Tender
    - Form of Tender
    - Collusive Tendering Certificate
    - Suitability Assessment Questionnaire (see Schedule 1)
    - Tender Response Form (see Schedule 2)
    - Pricing Schedule (see Schedule 3)

- Agreement to the Terms & Conditions of Contract (see Schedule 4)
  - Local Training, Local Employment & Equal Opportunities requirements (see Schedule 5)
  - Specification: As produced by FFT – ref. T3 - 0648, dated March 2016 (v1), and including:
    - i) Section One - Preliminaries, including details of proposed form of building contract
    - ii) Section Two - Materials & Workmanship clauses
    - iii) Section Three – Schedule of Work
  - Drawings (as listed in the Specification)
- 1.7 A tender must be made on the Form of Tender attached and accompanied by
- A completed Suitability Assessment Questionnaire (see Schedule 1)
  - A completed Pricing schedule in the form set out in Schedule 3
  - A completed and signed Collusive Tendering Certificate as set out below
  - The information requested in the Tender Response Form attached (see Schedule 2)
  - Any other relevant information (e.g. as set out in 1.9, 2.2, 4.5 and Schedule 4 below).
- 1.8 Applicants should tender for all the work included in the Specification. If the applicant considers that he can offer any advantage by the submission of an alternative offer he may do so, but will only be considered if it constitutes a fully priced alternative tender and is submitted **in addition** to a tender in accordance with the Tender Documents.
- 1.9 The Council expects that the information provided will allow applicants to submit tenders which are not qualified, conditional or accompanied by statements which could be construed as rendering them equivocal. Insofar as applicants wish to submit tenders that are qualified or conditional, these should be set out in a **separate** schedule detailing:
- a) items of their tender which do not conform with the Specification and/or Conditions of Contract;
  - b) the impact on their tender (as shown by the pricing schedule) if the applicants' alternative approach is **not** accepted by the Council.
- 1.10 Any amendments offered by or on behalf of an applicant shall, if inconsistent with the terms and conditions of the Tender Documents, be deemed to have been rejected by the Council, unless expressly accepted in writing.
- 1.11 All documents requiring a signature must be signed by a director of the applicant company or by secretary of the company, such person being duly authorised for the purpose.

## **2 PRICING**

- 2.1 The prices inserted in the Pricing Schedule shall be the fully inclusive value of the work described under the appropriate items, including **all** costs and expenses which may be required to provide a satisfactory service in accordance with the Specification, contract conditions and all other contract documents.
- 2.2 Applicants should clearly state any assumptions made in the pricing of their services.
- 2.3 The Council will not pay the contractor for any time spent travelling or any travelling costs and candidates should include sums for these in their prices, as they consider appropriate.
- 2.4 Prices should be submitted **exclusive** of Value Added Tax.
- 2.5 Following receipt of tenders, they will be arithmetically checked. Any arithmetical errors will be corrected, and a revised Tender Total calculated with the rates remaining unaltered. Applicants will be notified of any errors and amendments and asked either to confirm the revised Tender Total or withdraw their tender. Applicants may be required to produce the build-up of the rates and prices entered in the tender.
- 2.6 Should it transpire after the Contract has been let that there are numerical mistakes in the Pricing Schedule accompanying the accepted tender, there shall be no rectification of any errors in the descriptions, rates and prices inserted by the Contractor in their Pricing Schedule.

## **3 ADDITIONAL INFORMATION**

- 3.1 In support of the tender, applicants are required to provide the information requested in the Tender Response Form.
- 3.2 Applicants may be required subsequently to attend at the Council to be interviewed by or to give a presentation to the Council's officers as to how the contract would be carried out if the applicant were successful.
- 3.3 Applicants are required to allow the Council's officers to visit their existing offices or other projects completed or being progressed by them before the contract is awarded.
- 3.4 The Council will take up references before the contract is awarded. The Council assumes that it may approach the contact name of those authorities listed in the response to the Suitability Assessment Questionnaire.

## **4 CONFIDENTIALITY OF TENDERS**

- 4.1 All documentation and information supplied by the Council in relation to this tender exercise shall be treated by the applicant as confidential for use only in connection with the tender and any resulting contract and shall not be disclosed in whole or in part without the prior written consent of the Council.
- 4.2 Applicants are required by the Council to respect the following guidelines:

- a) Not to tell anyone else, even approximately, what your tender price (the "Contract Price") is or will be, before the date of contract award.
- b) Applicants must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- c) Applicants must not make arrangements with another party about whether or not they should tender, or details of tender prices except where applicants are considering joint or team bids, which will be accepted PROVIDED THAT all participants to the discussions surrounding the bid are clearly stated in the tender response.
- d) Tender documents may not be transferred to anyone, other than the company or firm to which they were sent, without the prior specific approval of the Council.

### **Freedom of Information Act 2000 (the "Act") & Disclosure of Information**

- 4.3 The Council is under certain statutory obligations as a Public Authority under the Act and the Regulations. As a consequence the Council is required to disclose, upon request, any recorded information that it holds about any person anywhere in the world unless a specific statutory exemption applies to the disclosure of such information.
- 4.4 This will include information about the Council's tendering process and information contained in any documentation you supply to the Council (including your tender).
- 4.5 If you consider that your Tender (or any other recorded information you supply to us) contains commercially sensitive information which, if it were disclosed, would prejudice your commercial interests or result in a breach of confidence, you should:
  - (a) clearly identify and keep separate any sections of the Tender which you would like to be kept confidential and the specific reasons why you consider they should not be disclosed
  - (b) provide an indication as to the duration you consider such information is to remain confidential
- 4.6 The Council will determine whether any information that you supply to us is exempt from disclosure pursuant to any Request for Information made under the above legislation, including any information that you have designated as commercially sensitive or confidential. The Council will endeavour to consult with you before deciding whether or not to disclose, to any third party who has made a Request for Information pursuant to the above legislation, any information you have designated as commercially sensitive or confidential.
- 4.7 Applicants should note that where any tenders are expressed to be entirely confidential, in reality this will be unlikely and the Council will only treat as confidential any information contained within the tender which the Council considers being of a truly confidential nature and you are advised to take the actions referred to above.

- 4.8 Please note that in addition to the above; the Council reserves the right to disclose information about the applicant or the tender itself if your submission is successful, in order to comply with its statutory obligations.
- 4.9 Additionally, the Council may disclose the identity of any organisation submitting a tender, even if unsuccessful.
- 4.10 Except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the text of any resulting Agreement, and any documents associated with such Agreement, is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act.
- 4.11 The Contractor shall be deemed to have given its consent for the Council to publish this Agreement in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Council decides.

### **Document Retention**

- 4.12 At the end of the tender process, when the contract has been awarded, tenders will be kept for reference purposes for the periods set out below, and then destroyed:
  - a) The successful tender will be kept for a period of up to six years, (or twelve years if the Contract is in the form of a deed), after the relevant Contract terminates or expires.
  - b) Any unsuccessful tenders will be kept for a period of up to three months from the award of the Contract to the successful applicant(s).

## **5 DATE OF TENDER SUBMISSION AND VALIDITY**

- 5.1 Two completed hard copies and one electronic copy (on memory stick) of your response must be submitted to:

Building Contract Tender: Commercial Unit – 67/69  
FAO: Cameron Jones BSc MRICS – HEDP team

Eastbourne Borough Council  
Town Hall  
Grove Road  
Eastbourne  
BN21 4UG

All documents must be in a sealed envelope or package and returned NOT LATER THAN 11:00 HOURS on Friday 1<sup>st</sup> April 2016.

**THERE MUST BE NO MENTION OF THE SENDER'S NAME OR ANY OTHER WAY OF IDENTIFYING THE SENDER FROM THE ENVELOPE OR PACKAGE.**

- 5.2 The Council will not consider requests for extension of the closing date and time specified in paragraph 5.1 above.
- 5.3 The Council may in its absolute discretion extend the closing date and time specified in paragraph 5.1 above.
- 5.4 Applicants are required to keep their tenders open for acceptance for a period of 90 days from the closing date for the receipt of tenders. Pending completion of a formal contract, the Tender and its acceptance by the Council will constitute a binding contract.

## **6 ACCEPTANCE OF TENDER**

- 6.1 The Council shall not be bound to accept the lowest or any tender either before or after any negotiations with any of the applicants.
- 6.2 Any acceptance of a Form of Tender by the Council shall be in writing and shall be communicated to the successful applicant.
- 6.3 The successful applicant will be required to execute a formal contract based on the template supplied in the Tender Documents. The contract will incorporate all information supplied and representations made by the successful applicant during contract letting process, including but not restricted to, the SAQ and ITT response.

## **7 EVALUATION CRITERIA**

- 7.1 The award of the contract will be on the basis of the most economically advantageous tender to the Council, taking into account price and quality.
- 7.2 The weighting of price and quality will be as follows
  - Price 60%
  - Quality 40%
- 7.3 The **SAQ** will be evaluated on a Pass/Fail basis.
- 7.4 **Tenders** will be evaluated using the following process:
  - a) Compliance checks to ensure that the requirements of the tendering process have been complied with.
  - b) Bona Fides check - collusive tendering, canvassing and non-soliciting of staff.
  - c) A quality evaluation using the weighting set out in the Tender Response Form.
  - d) Financial evaluation based upon the pricing information provided by candidates.
- 7.5 Candidates should note that the above factors are not listed in order of importance.
- 7.6 Following initial assessment the final selection will take place by reference to the following:
  - a) the information supplied in response to this ITT, including the Pricing Schedule and the Tender Response Form;
  - b) References provided by the applicants' current and recent customers.

- c) Site visits and/or interviews by the Council
- d) Response to any post tender queries

**PLEASE NOTE**

The Council will assess the SAQ responses **before** it evaluates the tenders and reserves the right to evaluate **only** the applications which have first passed the SAQ assessment.

Candidates are advised to ensure that all the SAQ requirements can be complied with before taking the time to produce their tender.

**PROPOSED TIMETABLE**

11 <sup>th</sup> March 2016	Contract Notice/Issue Tender Documents
25 <sup>th</sup> March 2016	Last date for Tenderers questions
30 <sup>th</sup> March 2016	Final EBC response to questions
1 <sup>st</sup> April 2016	Closing date for tender submission.
TBC – target 1-2 weeks of tender closing date.	Selection of preferred supplier (commence standstill period)
TBC – as above	Contract Award
TBA – target is within 2 weeks of Contract Award	Contract start date

**FORM OF TENDER**  
**for the Building Works Contract to the commercial unit at 67/69 Seaside Road.**

To: Mr Cameron Jones BSc MRICS  
Eastbourne Homes Ltd  
c/o Eastbourne Borough Council  
Town Hall  
Grove Road  
Eastbourne  
East Sussex BN21 4UG

Dear Sir,

We (*enter name of tenderer*), having examined the tender documents for the Building Works Contract to the commercial unit at 67/69 Seaside Road, offer to carry out the said work in conformity therewith for the sums specified below.

£ (*total amount of tender in words*) .....

at the prices and rates set out in the Pricing Schedule.

We acknowledge that the prices we have submitted include any mark up for travelling costs and travelling time and other expenses of delivering the contract.

We agree that the offer set out in this tender constitutes an irrevocable offer by us which is capable of acceptance by the Council for a period of 90 days from the closing date for the submission of tenders.

We accept that Eastbourne Borough Council does not bind itself to accept any tender.

We confirm that we have received and read the "Instructions to Tender" document.

**SIGNED**

\_\_\_\_\_

(*Signature*)

By

\_\_\_\_\_ authorised signatory for and on behalf of

(*PRINT name*)

\_\_\_\_\_

(*Print company name*)

**DATE**

\_\_\_\_\_

### FORM OF COLLUSIVE TENDERING CERTIFICATE

In recognition of the principle that the essence of selective tendering is that the Council shall receive bona fide competitive tenders from all those tendering **WE CERTIFY THAT;**

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

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

We have not done and we undertake that we will not:

- a) canvass members, directors, employees or advisers of the Council with a view to influencing the outcome of the tendering process;
- b) make approaches to employees of the current service provider or the Council with a view to offering them employment before the Council's announcement of the outcome of their consideration of tenders;
- c) communicate to a person, other than the person calling for the tender, the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain guarantees and insurance premium or bond quotations required for the preparation of the tender);
- d) enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted; and
- e) offer or pay or give or agree 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 tenders or proposed tenders any act or thing of the sort described above.

In this certificate:

"**Person**" includes any person and any body or association corporate or incorporate.

Any "**agreement** or **arrangement**" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

**SIGNED**

\_\_\_\_\_

*(Signature)*

By

\_\_\_\_\_ authorised signatory for and on behalf of  
*(PRINT name)*

\_\_\_\_\_  
*(Print company name)*

**DATE**

\_\_\_\_\_

**SCHEDULE 1 – SUITABILITY ASSESSMENT QUESTIONNAIRE (SAQ)**

<b>I wish to apply for the following contract:</b>	
Building Works Contract to the commercial unit at 67/69 Seaside Road.	

<b>1</b>	<b>BASIC DETAILS OF YOUR ORGANISATION</b>	
1.1	Name of organisation:	
1.2	Contact name for enquires about this bid:	
1.3	Main Address for Correspondence, including full Post Code:	
1.4	Telephone number:	
1.5	E-mail address:	
1.6	Company Registration number:	
1.7	Date of Registration:	
1.8	Registered address including full post code if different from 1.3 above:	
1.9	Is your organisation (Please tick one)	i) a public limited company?
		ii) a limited company?
		iii) a partnership?
		iv) a sole trader
		v) a registered charity?
		vi) a provident society?
		vii) other? (please specify)

<b>2</b>	<b> GROUNDS FOR EXCLUSION</b>
<b>2.1</b>	<b> MANDATORY EXCLUSION</b>
You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption,	

<p>conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p>	
<p><b>Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b></p>	
<p>Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime</p>	<p><b>Yes / No</b></p>
<p>Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906</p>	<p><b>Yes / No</b></p>
<p>The common law offence of bribery</p>	<p><b>Yes / No</b></p>
<p>Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983</p>	<p><b>Yes / No</b></p>
<p>Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p> <ul style="list-style-type: none"> <li>• the offence of cheating the Revenue;</li> <li>• the offence of conspiracy to defraud;</li> <li>• fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;</li> <li>• fraudulent trading within the meaning of section 458 of the Companies Act 1985 , article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;</li> <li>• fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;</li> <li>• an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;</li> <li>• destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969</li> <li>• fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;</li> <li>• the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of</li> </ul>	<p><b>Yes / No</b></p>

section 7 of that Act	
Any offence listed: <ul style="list-style-type: none"> <li>• in section 41 of the Counter Terrorism Act 2008; or</li> <li>• in Schedule 2 to that Act where the court has determined that there is a terrorist connection;</li> </ul>	
Any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the paragraph above	
Money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002	
An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996	<b>Yes / No</b>
An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	
An offence under section 59A of the Sexual Offences Act 2003;	
An offence under section 71 of the Coroners and Justice Act 2009	<b>Yes / No</b>
An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994	<b>Yes / No</b>
Any other offence within the meaning of Article 57(1) of the Public Contracts Directive <ul style="list-style-type: none"> <li>• as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or</li> <li>• created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.</li> </ul>	<b>Yes / No</b>
<p><b><u>Non-payment of taxes</u></b></p> <p><b>Has it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?</b></p> <p>If you have answered "yes" to this question and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable,</p>	

any accrued interest and/or fines?		
<b>If you answered YES to any of the above please give details below including any action taken to resolve the situation.</b>		
<b>2.2</b>	<b>DISCRETIONARY EXCLUSION</b>	
The authority may exclude any Supplier who answers 'Yes' in any of the following situations.		
<b>Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.</b>		
Your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	<b>Yes / No</b>	
Your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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;	<b>Yes / No</b>	
Your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	<b>Yes / No</b>	
Your organisation has entered into agreements with other economic operators aimed at distorting competition;	<b>Yes / No</b>	
Your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	<b>Yes / No</b>	
The prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	<b>Yes / No</b>	
Your organisation has 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;	<b>Yes / No</b>	
Your organisation—	<b>Yes / No</b>	

<ul style="list-style-type: none"> <li>• has been 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; or</li> <li>• has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or</li> </ul>	
Your organisation has undertaken to <ul style="list-style-type: none"> <li>• unduly influence the decision-making process of the contracting authority, or</li> <li>• obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or</li> </ul>	<b>Yes / No</b>
Your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<b>Yes / No</b>
<b>If you answered YES to any of the above please give details below including any action taken to resolve the situation.</b>	

<b>3</b>	<b>FINANCIAL INFORMATION</b>	
	<b>NOTES TO ORGANISATION:</b> <b>1. Where the organisation is a subsidiary of a group all questions must be answered for both the subsidiary and the ultimate parent.</b> <b>2. Where this ITT is being submitted as a consortium, the above information is required for each member organisation.</b>	
3.1	What was your turnover in the last two years (if this applies)?	
	£: _____ <b>for year ended</b> _____	£: _____ <b>for year ended</b> _____
3.2	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?  If "No" what were the reasons, and what has been done to put things right?	<b>Yes / No</b>
3.3	Has your organisation met all its obligations to pay its creditors and employees during the past year?	<b>Yes / No</b>

	If <b>"No"</b> please explain why not:	
3.4	If requested, are you willing and able to provide finalised accounts for the last 2 years, including, where appropriate: <ul style="list-style-type: none"> <li>• Balance Sheet</li> <li>• Full Notes to the Accounts</li> <li>• Profit and Loss Account and Cost of Sales</li> </ul>	<b>Yes / No</b>
3.5	If your company/organisation would be unwilling or unable to provide the information required in 3.4 above please state why and provide at least one of the following:	
	Reason:	
	1. A statement of your turnover, profit & loss account and cash flow for the most recent year of trading	<b>Yes / No</b>
	2. A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position	<b>Yes / No</b>
	3. Alternative means of demonstrating financial status if trading for less than a year	<b>Yes / No</b>

<b>4</b>	<b>INSURANCE</b>	
4.1	Please provide details of your current insurance cover:	
a)	Employers Liability	<b>Value £ _____</b>
b)	Public Liability	<b>Value £ _____</b>
c)	Other (please provide details)	<b>Value £ _____</b>
d)	If your level of insurance is lower than that set out in the Statement of Requirements, please confirm whether you would be willing to take out the appropriate level of insurance cover if you are successful in winning the contract?	<b>Yes / No</b>

<b>5</b>	<b>QUALITY ASSURANCE</b>	
5.1	Does your organisation hold a recognised quality management certification for example BS/EN/ISO 9000:2000 or equivalent?	<b>Yes / No</b>

	If <b>Yes</b> please state name of certification	
5.2	If <b>No</b> , does your organisation have a quality management system?	<b>Yes / No</b>
	If you do not have quality certification or a quality management system, please explain why:	

<b>6</b>	<b>HEALTH &amp; SAFETY INFORMATION</b>	
6.1	How many persons does your organisation normally employ?	
6.2	Pease confirm that your organisation complies with all of its legal obligations and responsibilities under the Health and Safety at Work etc. Act 1974	<b>Yes / No</b>

<b>7</b>	<b>EQUAL OPPORTUNTIES</b>	
7.1	Does your organisation comply with its legal obligations under the Equalities Act 2010?	<b>Yes / No</b>

## SCHEDULE 2 – TENDER RESPONSE FORM

### TENDER RESPONSE FORM

The Council requires tenderers to prepare statements indicating their approach to meet the foremost requirements specified in the Specification and as listed below.

Please provide your answers in the boxes below, expanding as necessary. The evaluation criteria for this tender is 40% for quality – the weighting for this is noted alongside each question.

1	<p>Please provide a statement of how you would meet the requirements of the contract. This should include your base of operations and your management structure. [Quality Evaluation Weighting 2/40]</p>
2	<p>Please provide details of the systems and processes you have to monitor, evaluate and maintain quality of service and ensure timely and accurate delivery of this contract. Please include details of any electronic monitoring systems. [Quality Evaluation Weighting 2/40]</p>
3	<p>Please provide details of your experience and capability for contracts of this type, its complexity and potential value. Please include any relevant examples of your past experience. Where you refer to work carried out on behalf of a particular organisation, include this organisation as one of your referees. Also - please comment on your past experience will benefit this project? [Quality Evaluation Weighting 8/40]</p>
4	<p>Please give details of the relevant experience and / or CVs of the key personnel for this contract. Please demonstrate that you have the capacity and resource to meet the requirements of this contract, and that you will continue to do so throughout the contract period. [Quality Evaluation Weighting 6/40]</p>

5	<p>Please specify any areas of the work that you intend to subcontract. If you intend to subcontract, please describe your procedures for selecting sub-contractors. Please also confirm that any sub-contractor you have identified or intend to identify will comply with the standards set out in this ITT. Please note that the Council reserves the right at any time in the procurement process to seek evidence of this. [Quality Evaluation Weighting 2/40]</p>
6	<p>Please identify the key challenges that you anticipate for this Project. [Quality Evaluation Weighting 4/40]</p>
7	<p>Please provide evidence of your local knowledge of Eastbourne including examples of any similar works you have carried out in the local area. [Quality Evaluation Weighting 8/40]</p>
8	<p>Please outline any the community benefits; social, economic and environmental, that your organisation proposes to offer when providing this contract. Contractors should be aware that only those community benefits that relate to subject matter of the contract itself can be taken into account. Although the judgement of relevance is a matter for the Council, an innovative approach is encouraged from your company as to how those benefits could be viewed as related to the contract. [Quality Evaluation Weighting 4/40]</p>

9	Please attach your organisation's Health and Safety Policy and give details of any other relevant health and safety procedures you have in place. [Quality Evaluation Weighting 2/40]
10	Please provide a sample risk assessment / H&S plan you have prepared for a similar work situation. [Quality Evaluation Weighting 2/40]

**REFERENCES**

Please provide details of three recent contracts that are similar to the Council's requirement. Where possible, at least one should be from the public sector. If you cannot provide three references, please explain why.

**REFERENCE 1**

Customer Organisation (name):	
Customer contact name and phone number:	
Date contract awarded:	
Contract description:	
Value:	
Date contract was completed	

**REFERENCE 2**

Customer Organisation (name):	
Customer contact name and phone number:	
Date contract awarded:	
Contract description:	
Value:	
Date contract was completed	

**REFERENCE 3**

Customer Organisation (name):	
Customer contact name and phone number:	
Date contract awarded:	
Contract description:	
Value:	
Date contract was completed	

### **SCHEDULE 3 - PRICING SCHEDULE**

**for the  
Building Works Contract to the commercial unit at 67/69 Seaside Road.**

- The pricing schedule is the Specification document referred to in the ITT, namely: Specification: As produced by FFT – ref. T3 - 0648, dated March 2016 (v1), and including: i) Section One - Preliminaries, including details of proposed form of building contract; ii) Section Two - Materials & Workmanship clauses; iii) Section Three – Schedule of Work
- Price breakdown against each item of the specification, as appropriate, is to be submitted with the tender return.

**SCHEDULE 4 – AGREEMENT TO THE TERMS AND CONDITIONS OF CONTRACT**

This ITT, and any contract arising from it, will be subject to the terms and conditions of the contract referred to in the specification.

Do you accept the Terms and Conditions of Contract as detailed above?	Yes / No
<p>If no, please provide details of any specific areas that you have an issue with. Please note that failure to agree to the Terms and Conditions of Contract may invalidate your tender submission.</p>	

## **SCHEDULE 5 – LOCAL TRAINING, LOCAL EMPLOYMENT & EQUAL OPPORTUNITIES: BUILDING PARTNERSHIP**

### **Financial Contribution**

The Council looks to work with main Contractors, and their sub-contractors, to improve training and employment opportunities for local people who live within the Eastbourne area. The Council is committed to reducing social exclusion, to ensuring the continued replenishment of the construction skills base (in Sussex and surrounding regions) and to implementing the Race Relations (Amendment) Act 2000.

As part of this commitment, the contractor is asked to support the provision of training and work experience for both school leavers and unemployed adults by way of a financial contribution to the monitoring and associated activities of Building Partnerships in supporting construction training initiatives in Eastbourne and wider East Sussex area. Building Partnerships is an initiative by the Council (through Eastbourne Homes Limited), in partnership with Sussex Downs College, to help improve the opportunities for local residents to improve their skills training and employment within the construction sector.

The size, nature and anticipated duration of this contract does NOT require the contractor to provide local training or local employment opportunities in set volumes or quantities. However, subject to agreement of the contractor prior to appointment, a fixed sum of 1% of the contract sum (not final account) will be re-charged and invoiced by the Council (through Eastbourne Homes) back to the contractor on Practical Completion of the works. The contractor is liable for payment of this sum.

The contractor is required to hold an initial consultation meeting with a member of the Building Partnership team, at the earliest convenience after successful awarding of contract, to discuss training and employment matters for this project and in the broader context. Further meetings may be held during and / or at completion.

For further information on building partnership contact: Paul Boast, Building Partnerships, 106 Seaside Road, Eastbourne, BN22 7QP  
E paul.boast@eastbourne.gov.uk t 01323 400664 m 07725325823

The Council expects the Contractor to encourage locally based companies to bid for sub-contracts if they are capable of carrying out the work effectively. Where feasible, the contractor (and/or their subcontractors) should employ and/or accommodate trainees during the life of the contract, promote employment opportunities locally and engage positively in skills discussions.

The contractor and their supply chain are encouraged to notify and use Building Partnerships as a means of sourcing local labour. This applies to permanent, temporary and time bound work, to include self-employed and agency staff. Alternative sources for securing staff and / or training include, but are not limited to, those detailed on the Activating Eastbourne Partnership website:

[www.activatingeastbourne.org](http://www.activatingeastbourne.org)

Do you accept the intentions of the Council as outline above, with regard to local training, local employment and equal opportunities?	<b>Yes / No</b>
Do you accept the 1% financial contribution as outline above?	<b>Yes / No</b>
<p>If no to either of the above questions, please provide details of any specific areas that you have an issue with. Please note that failure to agree to Schedule 5: Local Training, Local Employment and Equal may invalidate your tender submission.</p>	
<p><b>Site Experience</b></p>	
<p>Additional to the financial contribution, there is an opportunity for the contractor to offer site experience for students. This would be organized with the Building Partnership team. The contractor is invited to state what site experience they can offer (in days or half days) as part of this project, as follows:</p> <p style="margin-left: 40px;"><u>NVQ Candidate site experience:</u> The Contractor and / or their subcontractors would undertake to offer unpaid work experience in the site environment related to the trade study area of the trainee / trainees involved. It would not be a requirement to pay individuals and generic PPE would be provided by the organisation requesting the site experience (i.e. Sussex Downs College). The provision of adequate supervision and risk assessments will be the responsibility of the contractor or their nominated sub-contractor.</p> <p>The Contractor may be required to complete an employment and skills monitoring form on a monthly basis and return it to a nominated member of the Building Partnerships team. This will be discussed and agreed at the initial meeting between the Contractor and the Building Partnerships team.</p>	
Will you offer site experience as outlined above?	<b>Yes / No</b>
If yes, anticipated total number of days or half days?	<b>Half days: ..... Days: .....</b>
<p>If yes, what trades will you offer site experience for?</p>	