

**Tender for Fitness Development at Corby East Midlands International Pool**

**Tender – Document Four**

**Response Document: To be Completed and Returned**

|  |
| --- |
| This Response Document has been returned by |
| [Bidder to insert Company name here] |

When completed, please return **two hard copies and a copy electronically saved on a CD** ofthe response document (Document Four).

Please ensure that Appendices 1, 2 and 3 are completed.

Please mark envelopes/packages with only “**Tender Response: Fitness Development at Corby East Midlands International Pool (Private and Confidential)**”and with no company markings or anything else which might identify your organisation e.g. personalised franking, and return to:

Democratic Services Manager

Corby Borough Council

Democratic Services Department

Corby Cube

Parklands Gateway

George Street

Corby, Northamptonshire

NN17 1QG

|  |
| --- |
| **To be received not later than 12:00 noon on Tuesday, 30th August 2016.**  **Late submissions will be disregarded.** |

**Tender – Document Four**

**Tender Response Document**

|  | **Contents** | **Page** |
| --- | --- | --- |
| 1 | Suitability Questionnaire | 3-24 |
| 2 | Tender Submission | 25 |
|  | 2.1 Quality | 25 |
|  | 2.2 Price | 30-31 |
| 3 | Appendix 1: Form of Tender | 32 |
| 4 | Appendix 2: Collusive Tendering Certificate | 33 |
| 5 | Appendix 3: Confidential and Commercially Sensitive Information | 34 |

**1 Suitability Questionnaire**

**Notes for Completion**

1. This Suitability Questionnaire has been designed to assess the suitability of a Supplier to deliver the Council’s contract requirement(s). If you are successful at this stage of the procurement process, you will be selected for the subsequent award stage of the process.
2. “You” / “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory / discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 of this Suitability Questionnaire relating to Technical and Professional Ability) the Council may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.
4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N / A’.
5. Please refer to Document 1 for details of the Evaluation Scheme for this Suitability Questionnaire.

**Sub-contracting Arrangements**

1. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
2. The Council recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and / or services required. Suppliers should therefore notify the Council immediately of any change in the proposed sub-contractor arrangements. The Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Consortia Arrangements**

1. If the Supplier completing this Suitability Questionnaire is doing so as part of a proposed consortium, the following information must be provided;

* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

1. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the contract.
2. All members of the consortium will be required to provide the information required in all sections of the Suitability Questionnaire as part of a single composite response to the Council i.e. each member of the consortium is required to complete the form.
3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
4. The Council recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Council reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Confidentiality**

1. When providing details of contracts in answering section 6 of this Suitability Questionnaire (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
2. The Council reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
3. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and / or contracting authorities defined by the Public Contract Regulations.

## Supplier Information

| 1. **Supplier Details** | | **Answer** | | |
| --- | --- | --- | --- | --- |
| 1.1.1 | Full name of the Supplier completing the Suitability Questionnaire |  | | |
| 1.1.2 | Registered company address |  | | |
| 1.1.3 | Registered company number |  | | |
| 1.1.4 | Registered charity number |  | | |
| 1.1.5 | Registered VAT number |  | | |
| 1.1.6 | Name of immediate parent company |  | | |
| 1.1.7 | Name of ultimate parent company |  | | |
| 1.1.8 | Please mark ‘X’ in the relevant box to indicate your trading status | 1. a public limited company |  Yes |  No |
| 1. a limited company |  Yes |  No |
| 1. a limited liability partnership |  Yes |  No |
| 1. other partnership |  Yes |  No |
| 1. sole trader |  Yes |  No |
| 1. other (please specify) |  Yes |  No |
| 1.1.9 | Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | 1. Voluntary, Community and Social Enterprise (VCSE) |  Yes |  No |
| 1. Small or Medium Enterprise (SME) [[1]](#footnote-1) |  Yes |  No |
| 1. Sheltered workshop |  Yes |  No |
| 1. Public service mutual |  Yes |  No |

| 1. **Bidding model** | | |
| --- | --- | --- |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | |
| 1.2.1 Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself |  Yes |  No |
| 1.2.2 Bidding as a Prime Contractor and will use third parties to deliver some of the services  If yes, please use an Appendix to provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. |  Yes |  No |
| * + 1. Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services   If yes, please use an Appendix to provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. |  Yes |  No |
| * + 1. Bidding as a consortium but not proposing to create a new legal entity. |  Yes |  No |
| If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. |  |  |
| **Consortium members** |  |  |
|  | |  |
| **Lead member** |  |  |
|  | |  |
| Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. |  |  |
| * + 1. Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). |  Yes |  No |
| If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. |  |  |
| **Consortium members** |  |  |
|  | |  |
| **Lead member** |  |  |
|  | |  |
| **Name of Special Purpose Vehicle** |  |  |
|  | |  |

| 1. **Contact details** | | |
| --- | --- | --- |
| Supplier contact details for enquiries about this Suitability Questionnaire | | |
| 1.3.1 | Name |  |
| 1.3.2 | Postal address |  |
| 1.3.3 | Country |  |
| 1.3.4 | Phone |  |
| 1.3.5 | Mobile |  |
| 1.3.6 | E-mail |  |

| 1. **Licensing and registration (please mark ‘X’ in the relevant box)** | | | |
| --- | --- | --- | --- |
| 1.4.1.a | Registration with a professional body  If applicable, is your business registered with the appropriate trade or professional body(ies) in the EU member state where it is established (as set out in Annex XI of directive 2014 / 24 / EU) under the conditions laid down by that member state. |  Yes |  No |
| 1.4.1.b | If Yes, please provide the registration number in this box. |  |  |
|  |  | |  |
| 1.4.2.a | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? |  Yes |  No |
| 1.4.2.b | If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. | | |
|  |  | |  |

## Grounds for Mandatory Exclusion

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, 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).

If you have answered “yes” to question 2.2.1 on the non-payment of taxes or social security contributions, 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 Council for advice before completing this form.

| **2.1.** **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?** | | |
| --- | --- | --- |
| 2.1.1 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; |  Yes |  No |
| 2.1.2 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; |  Yes |  No |
| * + 1. the common law offence of bribery; |  Yes |  No |
| * + 1. 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; |  Yes |  No |
| * + 1. 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: |  |  |
| 2.1.5.a the offence of cheating the Revenue; |  Yes |  No |
| 2.1.5.b the offence of conspiracy to defraud; |  Yes |  No |
| 2.1.5.c 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; |  Yes |  No |
| 2.1.5.d 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; |  Yes |  No |
| 2.1.5.e 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; |  Yes |  No |
| 2.1.5.f an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  Yes |  No |
| 2.1.5.g 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; |  Yes |  No |
| 2.1.5.h fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  Yes |  No |
| 2.1.5.i 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 section 7 of that Act; |  Yes |  No |
| * + 1. any offence listed- |  |  |
| 2.1.6.a in section 41 of the Counter Terrorism Act 2008; or |  Yes |  No |
| 2.1.6.b in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  Yes |  No |
| * + 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  Yes |  No |
| * + 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  Yes |  No |
| * + 1. 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; |  Yes |  No |
| * + 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  Yes |  No |
| * + 1. an offence under section 59A of the Sexual Offences Act 2003; |  Yes |  No |
| * + 1. an offence under section 71 of the Coroners and Justice Act 2009 |  Yes |  No |
| * + 1. 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; or |  Yes |  No |
| * + 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive- |  |  |
| 2.1.14.a as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  Yes |  No |
| 2.1.14.b created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  Yes |  No |

**2.2** **Non-Payment of Taxes**

| 2.2.1 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? |  Yes |  No |
| --- | --- | --- |
| 2.2.2 If you have answered Yes to this question, please use a separate Appendix to provide further details. 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, any accrued interest and / or fines? | | |

## Grounds for Discretionary Exclusion – Part 1

The Council may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs 3.1.1) to 3.1.10);

| **3.1.** **Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | | |
| --- | --- | --- |
| * + 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract 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; |  Yes |  No |
| * + 1. 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; |  Yes |  No |
| * + 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  Yes |  No |
| * + 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  Yes |  No |
| * + 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  Yes |  No |
| * + 1. 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; |  Yes |  No |
| * + 1. 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; |  Yes |  No |
| * + 1. your organisation- |  |  |
| * + - 1. 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 |  Yes |  No |
| * + - 1. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  Yes |  No |
| * + 1. your organisation has undertaken to |  |  |
| * + - 1. unduly influence the decision-making process of the contracting authority, or |  Yes |  No |
| * + - 1. obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  Yes |  No |
| 3.1.10. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  Yes |  No |

**Conflicts of Interest**

In accordance with question 3.1.5, the Council may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Council, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question 3.1.7, the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Suitability Questionnaire. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-Cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

## Grounds for Discretionary Exclusion – Part 2

The Council reserves the right to use its discretion to exclude a supplier where it can demonstrate the supplier’s non-payment of taxes / social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the Council has indicated that the contract is over £5million in value, and is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

“Occasion of Tax Non-Compliance” means:

1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
   * + 1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
       2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and / or
2. the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

| From 1 April 2013 onwards, have any of your company’s tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking ‘X’ in the relevant box). | | | |
| --- | --- | --- | --- |
| 4.1. | Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion; |  Yes |  No |
| 4.2. | Been found to be incorrect as a result of: |  |  |
| 4.2.1 | HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the “Halifax” abuse principle; or |  Yes |  No |
| 4.2.2 | a tax authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the “Halifax” abuse principle; or |  Yes |  No |
| 4.2.3 | the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established. |  Yes |  No |
| 4.2.4 | If answering “Yes” to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the Council to take into consideration. This could include, for example:   * + Corrective action undertaken by the Supplier to date;   + Planned corrective action to be taken;   + Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or   + Changes in financial, accounting, audit or management procedures since the OONC.   In order that the Council can consider any factors raised by the Supplier, the following information should be provided:   * A brief description of the occasion, the tax to which it applied, and the type of “non-compliance” e.g. whether HMRC or the foreign tax authority has challenged pursuant to the GAAR, the “Halifax” abuse principle etc. * Where the OONC relates to a DOTAS, the number of the relevant scheme. * The date of the original “non-compliance” and the date of any judgement against the Supplier, or date when the return was amended. * The level of any penalty or criminal conviction applied. | | |

## Economic and Financial Standing

|  |  |  |  |
| --- | --- | --- | --- |
| 5.1. | **Please provide the following to demonstrate your economic / financial standing;**  Please indicate your answer with an ‘X’ in the relevant box. | | |
| 5.1.1 | A copy of the audited accounts for the most recent two years. |  Yes | |
| 5.1.2 | A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation |  Yes | |
| 5.1.3 | A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  Yes | |
| 5.1.4 | Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and / or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |  Yes | |
| 5.2 | Where the Council has specified a minimum level of economic and financial standing and / or a minimum financial threshold within the evaluation criteria for this Suitability Questionnaire, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here. |  Yes |  No |
| 5.3.1 | **Are you are part of a wider group (e.g. a subsidiary of a holding / parent company)?** |  Yes |  No |
| 5.3.2 | If yes, please provide the name below: |  |  |
|  | **Name of Organisation** |  |  |
|  |  | |  |
| 5.3.3 | **Relationship to the Supplier completing the Suitability Questionnaire** |  |  |
|  |  | |  |
| 5.3.4 | If yes, please provide Ultimate / parent company accounts if available. |  Yes |  No |
| 5.3.5 | If yes, would the Ultimate / parent willing to provide a guarantee if necessary? |  Yes |  No |
| 5.3.6 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) |  Yes |  No |

## Technical and Professional Ability

| **Relevant experience and contract examples** | | | | |
| --- | --- | --- | --- | --- |
| Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Council’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.  The named customer contact provided should be prepared to provide written evidence to the Council 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 will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. | | | | |
|  | | Contract 1 | Contract 2 | Contract 3 |
| 6.1 | Name of customer organisation |  |  |  |
| 6.2.1 | Point of contact in customer organisation |  |  |  |
| 6.2.2 | Position in the organisation |  |  |  |
| 6.2.3 | E-mail address |  |  |  |
| 6.3.1 | Contract start date |  |  |  |
| 6.3.2 | Contract completion date |  |  |  |
| 6.3.3 | Estimated Contract Value |  |  |  |
| 6.4 | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. | See  Appendix II | See  Appendix II | See  Appendix II |
| 6.5 | If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. | | | |
|  |  | | | |

## Additional Suitability Questionnaire modules

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking ‘X’ in the relevant boxes.

**7.1. Project specific questions to assess Technical and Professional Ability**

|  |  |  |  |
| --- | --- | --- | --- |
|  | The following project specific questions will help to assess your technical and professional ability to carry out the service or works, or supply the goods requested in this tender. | | |
| 7.1.1 | Please provide details of the key personnel, who will be managing and providing this Contract, please include their relevant experience and qualifications. |  Yes |  No |
| 7.1.2 | Please confirm that you are willing and able to provide a performance Bond for this contract, at the Council’s request. |  Yes |  No |

* 1. **Insurance**

|  |  |  |  |
| --- | --- | --- | --- |
|  | 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: | | |
| 7.2.1 | Employer’s (Compulsory) Liability Insurance\* = £10,000,000 |  Yes |  No |
| 7.2.2 | Public Liability Insurance = £5,000,000 |  Yes |  No |
| 7.2.3 | Professional Indemnity Insurance = £1,000,000 |  Yes |  No |
| 7.2.4 | Product Liability Insurance = £5,000,000 |  Yes |  No |
|  | \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | | |

* 1. **Compliance with equality legislation**

|  |  |  |  |
| --- | --- | --- | --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | | |
| 7.3.1 | 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 |
| 7.3.2.a | 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 or alleged unlawful discrimination? |  Yes |  No |
| 7.3.2.b | 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 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 Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | | |
| 7.3.3 | 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 |

* 1. **Environmental Management**

|  |  |  |  |
| --- | --- | --- | --- |
| 7.4.1.a | 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)? |  Yes |  No |
| 7.4.1.b | If your answer to the 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 Council will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences / breaches. | | |
| 7.4.2 | 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 |

## Health and Safety

|  |  |  |  |
| --- | --- | --- | --- |
| 7.5.1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. |  Yes |  No |
| 7.5.2.a | 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? |  Yes |  No |
| 7.5.2.b | 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 Council will exclude bidder(s) that have been in receipt of enforcement / remedial action orders unless the bidder(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | | |
| 7.5.3 | 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 |

## Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. 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, and I am signing on behalf of [Insert name of supplier].

I understand that the Council may reject my submission if there is a failure to answer all relevant questions fully or if I provide false / misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Council’s requirement.

The following appendices form part of our submission;

| **Section of Suitability Questionnaire** | **Appendix No.** |
| --- | --- |
|  |  |
|  |  |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Suitability Questionnaire completed by** | | |
| 8.1.1 | Name |  |
| 8.1.2 | Role in Organisation |  |
| 8.1.3 | Date |  |
| 8.1.4 | Signature |  |

**Suitability Questionnaire Appendices**

| **Suitability Questionnaire – Appendix I** | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Suitability Questionnaire Section 5 – Economic and Financial Standing** | | | | | | | | |
| **Question Number 5.1. 1), 2), 3) and 4) (as applicable)** | | | | | | | | |
| **5.1.1** |  | | |  |  | | |  |
| A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the two most recent years of trading for this organisation | | | | | | | | |
| **Answer:** | | | | | | | | |
| **Year** | | | **Turnover** | | | **Profit (Loss)** | | |
| 2013/14 | | | £ | | | £ | | |
| 2014/15 | | | £ | | | £ | | |
|  | | | | | | | | |
| **Date of Last Accounts**  **(dd/mm/yy)** | | **Current assets** | | **Current Liabilities** | | | **Cash (Overdraft)** | |
|  | | £ | | £ | | | £ | |
|  | | | | | | | | |
| **Available Credit Facility:** | | | £ | | | | | |

| **Suitability Questionnaire – Appendix II** | | | | |
| --- | --- | --- | --- | --- |
| **Suitability Questionnaire Section 6 – Technical and Professional Ability – Relevant Experience and Contract Examples** | | | | |
| **Question Number 6.4, Contracts 1, 2 and 3** | | | | |
| **Contract 1:** |  |  | **Word Limit:** | 500 words |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract 2:** |  |  | **Word Limit:** | 500 words |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract 3:** |  |  | **Word Limit:** | 500 words |
| In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

**2 Tender Submission**

**Please note that only those organisations which pass the Suitability Questionnaire will have their Tender submissions evaluated.**

Please see Document One for details on how responses will be evaluated.

**2.1 Quality**

| **Equipment and Layout** | | | | |
| --- | --- | --- | --- | --- |
| **Question 1:** | **Max Score Available:** | 10% | **Word Limit:** | 500 words |
| Please provide and describe **three** design layout choices/options for this proposed development and explain why these designs have been chosen for this facility. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Equipment and Layout** | | | | |
| --- | --- | --- | --- | --- |
| **Question 2:** | **Max Score Available:** | 15% | **Word Limit:** | 500 words |
| Please describe and give information on the range of equipment chosen for inclusion in the design for this project. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Service** | | | | |
| --- | --- | --- | --- | --- |
| **Question 3:** | **Max Score Available:** | 13% | **Word Limit:** | 500 words |
| Please describe the 5-year inclusive maintenance service and warranty that will be provided with this contract. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Service** | | | | |
| --- | --- | --- | --- | --- |
| **Question 4:** | **Max Score Available:** | 6% | **Word Limit:** | 500 words |
| Explain how you will work in partnership with Corby Borough Council to help ensure the facility is able to maintain and improve its retention of members over the next 5 years. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Service** | | | | |
| --- | --- | --- | --- | --- |
| **Question 5:** | **Max Score Available:** | 4% | **Word Limit:** | 500 words |
| Provide evidence that you are able to meet the timescale for installation of this facility and that any damage incurred during the installation will be made good and correct any defects or faults that appear within 5 years of the completed project that are due to installation. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Service** | | | | |
| --- | --- | --- | --- | --- |
| **Question 6:** | **Max Score Available:** | 2% | **Word Limit:** | 500 words |
| Explain the system and processes used to log and track faults and repairs on installed gym equipment and how this will benefit Corby. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Service** | | | | |
| --- | --- | --- | --- | --- |
| **Question 7:** | **Max Score Available:** | 5% | **Word Limit:** | 500 words |
| Describe your maintenance procedure and evidence the percentage of equipment that is repaired within 48 hours of the fault being reported and how this is proposed to work for Corby. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Technology** | | | | |
| --- | --- | --- | --- | --- |
| **Question 8:** | **Max Score Available:** | 10% | **Word Limit:** | 500 words |
| Please describe and give information on the technology included in the equipment provided. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Technology** | | | | |
| --- | --- | --- | --- | --- |
| **Question 9:** | **Max Score Available:** | 3% | **Word Limit:** | 500 words |
| Explain how the technology included in the equipment will provide best service for customers and the Council. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Training** | | | | |
| --- | --- | --- | --- | --- |
| **Question 10:** | **Max Score Available:** | 2% | **Word Limit:** | 500 words |
| Please provide details of two days training including:   * Equipment induction for all associated staff, including how to maintain the equipment and the required health and safety checks. * Any other elements of training, to be included, that may be beneficial for the Health and Fitness team. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Added Value** | | | | |
| --- | --- | --- | --- | --- |
| **Question 11:** | **Max Score Available:** | 8% | **Word Limit:** | 500 words |
| Please list at least 1 of the following, which you will provide and explain what this will involve:   * Equipment for Vibration platform training; * CBC branding within the gym; or * Branded promotional goods i.e. water bottles/towels etc   Any other suggestions? | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

| **Added Value** | | | | |
| --- | --- | --- | --- | --- |
| **Question 12:** | **Max Score Available:** | 2% | **Word Limit:** | 500 words |
| Please give details of the Sporting Ambassador or other ideas that you will provide as part of this contract, for the official opening to ensure that it is a memorable event. | | | | |
| **Answer:** | | | | |
|  | | | | |
| **Word Count:** | | | |  |

## 2.2 Price

Please complete the following Pricing Schedule, ensuring that you have provided a cost in each of the relevant boxes and please complete the Price Breakdown below and list all your costs. All prices quoted should exclude VAT.

Please note the total of all your additional costs must be identified and inserted in row C of the table below, additional costs which are not identified at this stage cannot be charged for during the Contract Term unless by the express agreement of the Council.

| **Cost Area** | | **Cost** |
| --- | --- | --- |
| A. | Equipment: |  |
| B. | Service Contract |  |
| C. | Additional Costs Not Otherwise Specified |  |
| **Total** | |  |

Please complete the Price Breakdown below and include the cost of each item of equipment, your installation costs, including labour, materials, skip hire / licences and so on as appropriate and also any additional costs.

All your costs for the contract must be included in your tender, Any costs which are not included will not be met by the Council.

Please add or remove rows to form the Price Breakdown table as necessary.

| **Price Breakdown** | | |
| --- | --- | --- |
| **A.** | **Equipment** | **Cost** |
|  | Item: |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Sub-Total** | **£** |
| **B.** | **Service Contract** | **Cost** |
|  | Item: |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Sub-Total** | **£** |
| **C.** | **Additional Costs** | **Cost** |
|  | Item: |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **Sub-Total** | **£** |
|  | **Total** | **£** |

**Appendix 1: Form of Tender**

Date: ..........................................

**Tender for Corby Borough Council Fitness Development at Corby East Midlands International Pool**

I / We the undersigned, hereby tender and offer to provide the Contract as listed above which is more particularly referred to in the Invitation to Tender supplied to me / us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

I / We undertake in the event of acceptance of our Tender to execute the Contract within 15 business days of such acceptance and if required in the interim provide the Contract in accordance with the Contract if necessary.

I / We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I / We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my / our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I / We confirm that this Tender will remain valid for 90 days from the date of this Form of Tender.

I / We confirm and undertake that if any of such information becomes untrue or misleading that I / we shall notify you immediately and update such information as required.

I / We confirm that the undersigned are authorised to commit the Bidder to the contractual obligations contained in the Invitation to Tender and the Contract.

Signed by:

Name…………………………………….

Position………………………………….

Name…………………………………….

Position………………………………….

for and on behalf of

………………………………………………………………………………………(Bidder)

**Appendix 2: Collusive Tendering Certificate**

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done so and we undertake that we will not do so 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 these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Entering into 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 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 of any tender or proposed tender for that said work or thing of any sort described above.

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

Signed: ………………………………………………………………………....

Name: …………………………………………………………………………

On Behalf of: ……………………………………………………………………........

Date: …………………………………………………………………………

**APPENDIX 3: CONFIDENTIAL & COMMERCIALLY SENSITIVE INFORMATION**

**The following form should be submitted with all bids to indicate areas of the submission that are considered to be either *confidential* or *commercially sensitive*.**

**Confidential material** is as defined in Section 41 of the Freedom of Information Act, 2000 (FoI) where the disclosure of the information would constitute an actionable breach of confidence.

**Commercially sensitive** material is as defined in Section 43 of the FoI Act and relates to *‘information, the disclosure of which would be likely to prejudice the commercial interests of any person’*.

Bidders should make themselves aware of the definition of each term as well as the circumstances in which FoI & Environmental Information Regulations 2004 (EIR) exemptions apply.

**Confidential Material Checklist**

|  |
| --- |
|  |

Name of Organisation:

Confidential documents not for disclosure to third parties under the FoI & EIR. The Council may be obliged to disclose information in or relating to this bid following a request for information under FoI or EIR therefore please outline in the table below all items which you consider are genuinely confidential and which are not for disclosure in respect of your application.

|  |  |  |
| --- | --- | --- |
| **Information / Document** | **Reference / Page No.** | **Reasons for non-disclosure** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

The applicant acknowledges that the confidential information listed in this schedule is of indicative value only and the Council may be obliged to disclose it following a request under FOI or EIR.

The Council shall act reasonably and use its discretion, ensuring that the latest guidance/case law is taken into account, when making a decision to release or withhold information pertaining to the above if it is requested. By indicating what information believed to be confidential the Council will consider those views however the Council will make the final decision to disclose information or not.

**Commercially Sensitive Material Checklist**

**Commercially sensitive documents not for disclosure to third parties under FoI or EIR**

|  |
| --- |
|  |

Name of Organisation:

The Council may be obliged to disclose information in or relating to this bid exercise following a request for information under FoI or EIR therefore please outline in the table below items which are considered genuinely commercially sensitive and which are not for disclosure in respect of this bid.

|  |  |  |  |
| --- | --- | --- | --- |
| Information / Document | Reference / Page No. | Reasons for non-disclosure (cite exemption(s) to be considered) | Duration of confidentiality |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

The applicant acknowledges that the commercially sensitive information listed in this schedule is of indicative value only and the Council may be obliged to disclose it pursuant to a request under FOI or EIR.

The Council shall act reasonably and use its discretion, ensuring that the latest guidance/case law is taken into account, when making a decision to release or withhold information pertaining to the above if it is requested. By indicating what information is believed to be commercially sensitive the Council will consider those views however the Council will make the final decision to disclose information or not.

1. See EU definition of SME: http: / / ec.europa.eu / enterprise / policies / sme / facts-figures-analysis / sme-definition / [↑](#footnote-ref-1)