REQUEST FOR QUOTATION:

LANDSCAPE THE RECREATION AREA ADJACENT TO RIVERSIDE WALK, ASFORDBY

ASFORDBY PARISH COUNCIL

JEREMY FIELDHOUSE-ALLEN

PARISH CLERK

ASFORDBY PARISH COUNCIL

PARISH HALL

24 MAIN STREET

ASFORDBY

MELTON MOWBRAY

LE14 3SA

**CONTENTS PAGE**

1 Request for Quotation 3

2 Quotation Requirements 3

3 Evaluation of Quotations 5

4 RFQ Questionnaire 7

4 Pricing Schedule 10

5 References 11

Appendix 1: Specification 12

Appendix 2: Terms and Conditions of Quote 15

Appendix 3: Standard Selection Questionnaire 19

**1** **REQUEST FOR QUOTATION**

* 1. Summary

This invitation for the submission of a quotation is issued by Asfordby Parish Council for the landscape development of the recreation area adjacent to Riverside Walk, Asfordby LE14 3SD

* 1. Scope

The area will be redeveloped to incorporate new boundary walls and railings along with new planting of trees and shrubs together with new footpaths seating areas and larger areas laid to turf.

1. **QUOTATION REQUIREMENTS**
   1. Conditions of Quotation
      1. The quotation must be received via email or post no later than **12 noon on Friday 15th June 2018** Quotations should be submitted to: Jeremy Fieldhouse-Allen, Parish Clerk, Parish Hall, 24 Main Street, Asfordby, Melton Mowbray LE14 3SA. Email: [clerk@asfordbypc.org.uk](mailto:clerk@asfordbypc.org.uk) . Any quotation received after that time will be rejected by the Council.
      2. The Quotation return should consist of 5 documents:

1 Request for Quotation Questionnaire,

2 Pricing Schedule,

3 Standard Selection Questionnaire (Schedule 3)

4 Reference form.

5 Detailed specifications of all items to be supplied together with a method statement for the works.

Please do not provide any additional information other than that which has been specifically requested. Any such information will be disregarded.

2.1.2 Bidders should hold their quotation open for a minimum of 90 days from the date of opening.

2.1.3 If you have any queries about the information contained within this document please contact the officer below:

Jeremy Fieldhouse-Allen – [clerk@asfordbypc.org.uk](mailto:clerk@asfordbypc.org.uk)

The Council will use all reasonable endeavours to answer all written enquiries prior to the quotation submission date but is not bound to respond to questions received after 11th June 2018 If the Council considers any question or request for clarification to be of material significance, both the query and the response will be communicated, in a suitably anonymous form, to all Bidders who have expressed an interest in responding.

* 1. Costs and Expenses

The Bidder is responsible for preparing all information necessary for the preparation of its quotation and all costs, expenses and liabilities incurred shall be the responsibility of the Bidder. Further, it is the responsibility of the Bidder to obtain for itself, at its own expense, any additional information necessary for the preparation of their quotation.

* 1. Alternative Quotations

Bidders may submit an alternative quotation but must also submit a conforming quotation.

* 1. Changes to the RFQ

Quotations must not be qualified but must be submitted strictly in accordance with these instructions. Bidders are not permitted to make unauthorised changes to these documents. The Council reserves the right to make changes to these documents and issue supplementary information at any time. Under no circumstances shall the Council incur any liability in respect of such events.

* 1. Freedom of Information Act

The Council is subject to the provisions of the Freedom of Information Act (FOI) 2000 and the Environmental Information Regulations Act 2004. If the Bidder considers that any information supplied by it is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for the sensitivity given. In such cases the relevant material will, in response to FOI requests, be examined against exemptions provided for under FOI.

Bidders shall treat all information supplied by the Council in connection with this RFQ as confidential. However such information may be disclosed as necessary for the purpose of obtaining quotations or Insurance quotes.

* 1. Request for Quotation Questionnaire

The Specification (Appendix A) describes the Council’s requirement in detail. The Request for Quotation Questionnaire contains a series of questions to determine both the nature of the bidding organisation and the quality of the bid. These questions will be marked in the manner detailed. Each question should be answered in full within the word limits specified. Additional information in the form of attachments will not examined unless it has been specifically requested within the question.

* 1. Completion of the Pricing Schedule

Bidders must fully complete the Pricing Schedule; any additional costs to be imposed should be listed in the relevant box. Please note that the Council will not be liable for any costs not identified within the pricing schedule unless there are mutually agreed changes to the requirement. All prices submitted shall be in pounds sterling and exclusive of VAT. Payment frequency is detailed within the Terms and Conditions document.

* 1. References

Please identify three relevant referees within the boxes provided. These should be referees which have received a similar service to the Council’s requirement from your organisation within the last 5 years.

* 1. Terms and Conditions

The offer made by the Bidder is to be made in strict accordance with the Terms and Conditions at Appendix 2. The Council reserves the right not to accept ‘conditional quotations’.

1. **EVALUATION OF QUOTATIONS**

The Council does not bind itself to accept any or the lowest quotation. Nothing contained in this document is intended to create a contract between the Bidder and the Council.

The Council will evaluate quotations based on a mixture of quality and cost considerations – the Most Economically Advantageous Quotation. The scores available for each question are detailed. Each question will be scored out of 10 using the table below. So for example, if a Bidder scores 7/10 on a question worth 15% of the total, they will receive 10.5% on that question.

|  |  |
| --- | --- |
| **Score** | **Criteria for awarding score** |
| 0 | No response or response is unacceptable |
| 1 | Response is very weak and almost unacceptable, and/or is inconsistent or in conflict with other responses |
| 2 | Response is weak, and falls well below expectations in a number of respects |
| 3 | Response is weak and is below expectations, not meeting the required standard in most respects, and/or is lacking/ inconsistent in others |
| 4 | Response is below expectations but meets the required standard in some respects |
| 5 | Response meets expectations regarding the required standard |
| 6 | Response slightly exceeds expectations regarding the required standard |
| 7 | Response is good and is well above expectations in some respects |
| 8 | Response is very good and is well above expectations in most respects |
| 9 | Response is outstanding and meets the required standard in all respects and exceeds some or all of the major requirements |
| 10 | Response is exceptional and meets the required standard in all material respects and exceeds all the major requirements, and represents significant added value |

However, the Council reserves the right to exclude a Bidder based on the following information:

* Financial information
* Insurance
* References

The lowest cost quotation will receive the highest mark available in the Price sub-heading, all other quotations will receive a pro rata score based on that lowest price.

The Council reserves the right to ask Bidders to an interview to seek further clarity on their bid or to demonstrate their product.

**4** **REQUEST FOR QUOTATION QUESTIONNAIRE**

|  |  |  |
| --- | --- | --- |
| **1 GENERAL INFORMATION\*** | | |
| 1.1 | Name of Organisation |  |
| 1.2 | Contact Name for Enquiries |  |
| 1.3 | Job Title |  |
| 1.4 | Address (inc. Postcode) |  |
| 1.5 | Telephone Number |  |
| 1.6 | Email Address |  |
| 1.7 | Company/Charity Registration Number (if appropriate) |  |

|  |  |  |
| --- | --- | --- |
| **2 FINANCIAL INFORMATION\*** | | |
| 2.1 | Do you have 3 years of audited accounts?  If yes, provide copies of accounts certificates.  If no, provide details of your financial background. | Yes/No |
| 2.2 | Would you give permission to the Council to undertake a Credit Check on your organisation with a reputable Credit Reference Agency? Please note that the information derived from such a check would not be used on its own to determine your financial standing nor in itself provide grounds for exclusion. | Yes/No |

|  |  |  |
| --- | --- | --- |
| **3 INSURANCE INFORMATION\***  Please see the Terms and Conditions for the minimum levels of insurance required. Please indicate your current levels of insurance below. If you do not currently hold the minimum required levels, please indicate if you would be willing to increase your levels if your bid was successful.  Please submit copies of your Insurance certificates with your response. | | |
| 3.1 | Employer’s Liability Insurance | £ |
| 3.2 | Public Liability Insurance | £ |
| 3.3 | Professional Indemnity Insurance | £ |

\* Please remember that your bid may be excluded based on the information provided in these sections.

|  |  |  |
| --- | --- | --- |
| **4 QUESTIONS**  The maximum % score available for each question is detailed following the question in red ink. | | |
| 4.1 | What is the total price for all works to complete the contract? This should include any supplementary cost you are proposing. | 50% |
| 4.2 | Will the contract be completed before 1st September 2018. If this is not possible when would you guarantee completion?. | 10% |
| 4.3 | Will subcontractors be used if so how many and how will they be coordinated and managed? | 10% |
| 4.4 | Provide a brief outline of contracts carried out in the last 3 years of a similar size and scope to this one? | 10% |
| 4.5 | The area to be landscaped is in a busy and active part of the village. Consideration will need to be given to ensuring there is as little disruption to the parishioners as possible and at the end of each day the site will need to be left in a secure and safe way. How do you plan to achieve this? | 10% |
| 4.6 | Does what you are proposing match the design in our plan if not what are the differences | 10% |

**SIGNATURE**

I/We the undersigned, hereby quote and offer to provide the Contract as detailed in the Council’s Request for Quotation documents. Our quote is based on our best estimate of the costs of providing the goods or services as specified by the Council and remains valid for 90 days from the published deadline for submission.

Name:

Job Title:

Signature:

Date:

For and on behalf of: (Bidder)

**5** **PRICING SCHEDULE**

|  |  |  |
| --- | --- | --- |
| 1 | Cost of site clearance, levelling and topsoil to area for levelling. | £ |
| 2 | Cost for paving and slabbing s | £ |
| 3 | Cost for all planting including trees | £ |
| 4 | Cost for paths with resin bound aggregate | £ |
| 5 | Cost for wall | £ |
| 6 | Cost for railings and gates | £ |
| 7 | Delivery costs | £ |
| 8 | Cost for maintenance of the site until all planting are established. |  |
| 9 | Cost for other items | £ |
| 10 | Total cost for the completion of the contract | £ |

**6** **REFERENCE FORM**

**Referee 1**

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

**Referee 2**

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

**Referee 3**

|  |  |
| --- | --- |
| Organisation: |  |
| Address: |  |
| Contract Name: |  |
| Telephone No: |  |
| E-mail Address: |  |
| Approximate Value: |  |

**APPENDIX 1: SPECIFICATION**

Specification

General

All works should be carried out by or under the supervision of an experienced and qualified landscaper. The scheme should be laid out and adjustments made prior to hard landscaping works beginning.

All designs for retaining and other structures should be checked and verified by a structural engineer.

With any excavation there is a chance of finding major services, please ensure the necessary steps are taken to avoid injury and disruption to services.

No elements of the design should be dangerous to build or maintain, if there are any health and safety concerns please contact Jeremy Fieldhouse-Allen - Parish Clerk so the design can be revised

3D illustrations are available, it is recommended that these are viewed with the plan before starting work.

If any information is missing, incorrect or unclear please contact Jeremy Fieldhouse-Allen – Parish Clerk.

For quotation purposes and during construction all dimensions must be checked on site by the contractor.

Should you require further information or clarification about any aspect of the design please contact Jeremy Fieldhouse-Allen, Parish Clerk, Asfordby Parish Council during quoting or construction.

Paving

Recommended slab – Brackendale Cambrian Sandstone or similar commercial grade stone paving.

Paving to be laid according to manufacturers recommendations

Slab samples to be provided and agreed with Asfordby Parish Council.

Fall to be sufficient that no water shall stand.

Planted Areas

All planted areas are to be rotavated and hand dug with all large stones, weeds and debris removed. Planted borders should have 400 – 450mm depth of topsoil over a free draining subsoil.

Prior to planting the areas are to be covered with a s 50mm layer of suitable compost.

After planting the areas are to be mulched with a 75 – 100mm depth of bark chippings(not wood chip) unless an aggregate and membrane is specified on the plan (use membrane on all gravel areas)

Planting plan is available on a separate drawing.

All trees to be properly staked and tied.

During construction avoid excessive site traffic and storage of materials, fuels etc on areas that are to be planted.

Grass

Newly turfed areas to be laid with Arena lawn turf in accordance with the suppliers recommendations. There should be no obvious bumps, hollows or changes in level.

Turf to be well watered after laying and must be kept watered until well established.

Resin Bound Aggregate

Use a buff coloured aggregate to be approved by Asfordby Parish Council.

To be installed by a specialist contractor

Method /construction to be suitable for public pedestrian traffic.

Workmanship and material guarantees to be provided to Asfordby Parish Council at the time of quoting.

Path edges

To be clean edge - do not use timber, concrete or block edging

Suggestion:

Everedge ProEdge, brown 75mm deep to form curves on all path edges.

Railings

Black ball top railings1.2m high to pavement boundaries as shown on the drawing. Matching pedestrian and vehicular gates as shown

Vehicular gates to have drop bolts into 250x250x450mm concrete base and should be lockable with heavy duty padlock.

All fixtures and fitting to be appropriate for exterior use.

Railing, gates and fitting to be agreed with Asfordby Parish Council.

Site Clearance

All existing red engineering brick walling to be removed including foundations.

Existing path and benches to be removed.

Existing shrub planting to be removed

Existing trees to be removed subject to planning permission.

Site to be rotavated levelled and cleared of old turf, large stones, rubble, roots and all other debris.

**APPENDIX 2: TERMS AND CONDITIONS**

Terms and Conditions

Definitions and Interpretation

The definitions and rules of interpretation in this clause apply in these conditions: "Contract" means the contract between the Supplier and the Council consisting of these conditions and (where applicable) the Tender, the Purchase Order and the Specification;

“Council” means Asfordby Parish Council

"Goods" means the goods described in the Purchase Order and/or the Tender;

"Purchase Order" The term ‘Purchase Order’ shall mean Council’s Purchase Order which specifies that these conditions apply to it.;

“Price” means the fee to be paid under the Contract to the Supplier;

“Specification” means the document provided (where applicable) by the Council detailing the required specifications of the Goods;

“Supplier” means the person, company, firm or partnership who have accepted the Council’s Purchase Order for goods and is identified in the Purchase Order;

“Tender” means (where applicable) the tender or Request for Quotation given to the Council by the Supplier.

1 APPLICATION OF TERMS

These conditions are the Council’s standard terms and conditions which will govern the Contract between the Council and the Supplier to the entire exclusion of all other terms and conditions unless any other contract terms have been agreed between the parties in writing.

2. PRICE

The Price of the Goods shall be as stated in the Purchase Order and/or the Tender and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax but inclusive of all other charges including but not limited to those relating to delivery and (where applicable) installation. No variation in the Price or extra charges shall be made without the Council’s prior written consent

3. CONFORMITY TO PURCHASE ORDER

The goods and/or services supplied or performed under the contract shall:

* conform as to the quantity, type, sort, quality and description;
* be fit for the purpose made known to the Supplier expressly or by implication and in this respect the Council shall rely on the Supplier’s skill and judgement;
* be new (unless otherwise specified in the purchase order) and of sound materials and skilled and careful workmanship; and
* comply with any current legislation and standards specified and where no standard is specified comply with the relevant British Standards or equivalent.

If the goods and/or services do not so comply the Council is entitled at its option either to return the goods at the risk of the Supplier and reject the goods and/or services and require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of the Council to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

4. PAYMENT

4.1. The Supplier shall invoice the Council with the Price on or at any time after successful delivery of the Purchase Order or Contract and each invoice shall include the Purchase Order number, and the invoice amount must be stated in pounds sterling (£).

4.2. Unless otherwise stated in the Purchase Order and/or the Tender, the Council shall pay the Price by cheque (unless otherwise agreed in writing) within 30 days of receipt by the Council of a proper invoice following successful delivery of the Goods in accordance with the Purchase Order and/or Contract.

4.3. Without prejudice to any other right or remedy, the Council reserves its right to set-off against its indebtedness to the Supplier any debt owed to it by the Supplier and any liabilities, damages, losses, costs, charges and expenses which it has incurred as a consequence of any breach by the Supplier of this Contract or any other contract with the Council.

5. DELIVERY

5.1. The Goods shall be delivered, carriage paid, to the Council’s place of business as stated on the Purchase Order, or to such other place of delivery as is agreed between the parties in writing prior to delivery of the Goods.

5.2. The Supplier will deliver the Goods during normal business hours and the Supplier shall off-load the Goods their own risk.

5.3. Where the date of delivery of the Goods is not specified by the Council, the Supplier shall give the Council reasonable notice of the specified date.

5.4. The time of delivery of the Goods is of the essence of the Contract.

5.5. A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

5.6. The Council shall be entitled to reject any Goods delivered which are not strictly in accordance with the Purchase Order and/or the Tender and/or the Specification and this Contract; the Council shall not be deemed to have accepted any Goods until the Council has had a reasonable time to inspect them following delivery or (where applicable) within a reasonable time after any latent defect in the Goods has become apparent.

5.7. If the Supplier requires the Council to return any packaging material to them, that fact must be clearly stated on any delivery note and any such packaging material shall only be returned to the Supplier at the Supplier’s own cost which shall be payable in advance.

5.8. On dispatch of any consignment of Goods, the Supplier shall send the Council an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

5.9. The Supplier shall, free of charge and within 5 working days either repair or replace (as the Council shall elect) such of the Goods as may either be damaged in transit or been placed in transit have failed to be delivered to the Council provided that:

5.9.1 in the case of damage to the Goods in transit, the Council shall within a reasonable period of delivery give notice to the Supplier that the Goods have been damaged; and

5.9.2 in the case of non-delivery of the Goods, the Council shall (provided that the Council have been advised of the dispatch of the Goods and their date of delivery) within a reasonable period of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

6. INDEMNITY AND INSURANCE the Supplier shall hold and keep the Council fully indemnified from and against all actions, costs, claims, demands, and liability whatsoever in respect of any injury or damage to persons or property due to or arising out of the performance of the contract or any breach by the Supplier of these terms and conditions or any terms or obligations implied by law or any other relevant statutory provision as may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to the Council upon request.

7. FORCE MAJEURE Notwithstanding anything contained in these terms and conditions neither the Council nor the Supplier shall be liable for any loss damage or expense suffered or incurred by the other party if by reason of fire accident wars strikes lockouts or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by the Council or the Suppliers as the case may be, either

(a) The Council is prevented from or delayed in accepting delivery of any goods and/or services or any part of the goods and/or services or in paying for the same or any part thereof at the due time or

(b) The Supplier is prevented from or delayed in the supply of any goods and/or services ordered by the Council.

8. CONFIDENTIALITY the Supplier shall treat all confidential information belonging to the Council as confidential and safeguard it accordingly; and shall not disclose any confidential information without the prior written consent of the Council.

9. WAIVER No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.

10. AMENDMENT This contract may not be varied except by an agreement in writing signed by the duly authorised representatives of the parties.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12. TERMINATION If at any time after the commencement of the contract the Supplier shall commit an act of bankruptcy or in the case of a Limited Company call a meeting of its creditors then the Council shall be entitled to treat the contract as repudiated and cancelled in respect of any goods and/or services not delivered in accordance with the terms of the contract. If the Supplier breaches any terms of this contract the Council may (if the breach is capable of remedy) give the Supplier notice of the breach and the Supplier shall remedy the breach within 7 days from receipt of notice of the breach. If the Supplier fails to remedy the breach or if the breach is not capable of remedy the Council may terminate the contract with immediate effect.

13. SUB-CONTRACTING AND ASSIGNMENT OF LIABILITY the Supplier shall not sub-contract or assign or transfer this contract from the Council or the benefit of this contract to any third party except with the consent in writing of the Council.

14. ENFORCEABILITY If any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

15. OBSERVANCE OF STATUTORY REQUIREMENTS The Supplier shall comply with all statutes, orders, regulations or bye laws applicable to the performance of this contract, including health and safety, and shall indemnify the Council against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's non-compliance with the same.

16. NOTICES Any notification by either party to the other under the contract shall be in writing, delivered by first class post, by fax or e-mail to the other party at the address shown in the purchase order. All notices shall be deemed duly given on the day of posting or if sent by fax or e-mail immediately when the notice is transmitted.

17. PROPER LAW This contract shall be subject to and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

18. TRANSPARENCY CLAUSE The supplier acknowledges that the Council adheres to the Communities and Local Government Code of Recommended Practice for Local Authorities on Data Transparency (“the code”) in particular but not limited to the obligation to publish data (which includes costs, Contractor Information and transaction information) on all expenditure over £500. Notwithstanding any other term in this agreement/contract the Contractor hereby consents to the Council publishing this information relating to this agreement/contract with the Contractor for public inspection and the Council shall not be held liable for any loss, damage, harm or other detriment caused to the Contractor howsoever arising from the publishing of this information or from the Council adhering to any other provision in the Code or other applicable legislation.

19. PREVENTION OF CORRUPTION The Council may cancel the contract and recover from the Seller the amount of any loss resulting from such cancellation, If the Seller shall have offered or given or agreed to give to any person any gift or consideration of any kind as an Inducement or reward for doing or forbearing to do or for having done or forborne to do any action In relation to the obtaining or execution of the contract or any other contract with the Buyer or for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer, or If the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or If in relation to any contract with the Buyer the Seller or any person employed by him or acting on his behalf shall have committed an offence under the Prevention or Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which IS an offence under section 117 (2) of the Local Government Act 1972.

20. FREEDOM OF INFORMATION The contractor will supply forthwith any information requested by the Council in accordance with its responsibilities under the Freedom of Information Act 2000.

**APPENDIX 3: STANDARD SELECTION QUESTIONAIRE**

**1** **POTENTIAL SUPPLIER INFORMATION**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 1.1 (a) | Full name of the potential supplier submitting the information |  |
| 1.1 (b) (i) | Registered office address  (if applicable) |  |
| 1.1 (b) (ii) | Registered website address  (if applicable) |  |
| 1.1 (c) | Trading Status:  i) public limited company  ii) limited company  iii) limited liability partnership  iv) other partnership  v) sole trader  vi) third sector  vii) other (please specify) |  |
| 1.1 (d) | Company/charity registration number (if applicable) |  |
| 1.1 (e) | Are you a Small, Medium or Micro Enterprise (SME)? | Yes  No |
| 1.1 (f) | Contact details for person completing the form:  i) Name  ii) Position in Organisation  iii) Phone number  iv) Email address |  |

**2 GROUNDS FOR EXCLUSION**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 2.1 (a) | Regulations 57(1) and (2):  The detailed grounds for exclusion are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation has been convicted anywhere in the world of any of the offences within the summary below and listed on the [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
| Participation in a criminal organisation | Yes  No  If yes, please provide details in 2.1 (b) |
| Corruption | Yes  No  If yes, please provide details in 2.1 (b) |
| Fraud | Yes  No  If yes, please provide details in 2.1 (b) |
| Terrorist offences or offences linked to terrorist activities | Yes  No  If yes, please provide details in 2.1 (b) |
| Money laundering or terrorist financing | Yes  No  If yes, please provide details in 2.1 (b) |
| Child labour and other forms of trafficking in human beings | Yes  No  If yes, please provide details in 2.1 (b) |
| Breach of environmental obligations? | Yes  No  If yes, please provide details at 2.1 (b) |
| Breach of social obligations? | Yes  No  If yes, please provide details at 2.1 (b) |
| Breach of labour obligations? | Yes  No  If yes, please provide details at 2.1 (b) |
| Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the law and regulations of any State? | Yes  No  If yes, please provide details at 2.1 (b) |

|  |  |  |
| --- | --- | --- |
|  | Guilty of grave professional misconduct? | Yes  No  If yes, please provide details at 2.1 (b) |
| Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If yes, please provide details at 2.1 (b) |
| Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No  If yes, please provide details at 2.1 (b) |
| Been involved in the preparation of the procurement procedure? | Yes  No  If yes, please provide details at 2.1 (b) |
| Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes  No  If yes, please provide details at 2.1 (b) |
| Has it been established, for your organisation, by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK) that the organisation is in breach of obligations related to the payment of tax or social security contributions?  If ‘yes’, please also confirm that you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and /or fines. | Yes  No |
| 2.1 (b) | If you have answered ‘yes’ to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion (self cleaning) |  |

**3** **ECONOMIC AND FINANCIAL STANDING**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 3.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide one of the following (answer with a ‘yes’ or ‘no’ in the relevant box):   1. A statement of the turnover, Profit and Loss Account, Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation 2. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position 3. 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 bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes  No  Yes  No  Yes  No  Yes  No |
| 3.2 | *No minimum level of economic & financial standing or threshold has been specified’ & see opposite]* | *N/A* |
| 3.3 | If applicable, are you able to provide parent company accounts if requested at a later stage? | Yes  No  N/A |
| 3.4 | If applicable, would the parent company be willing to provide a guarantee if necessary? | Yes  No  N/A |
| 3.5 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes  No |

**4 TECHNICAL AND PROFESSIONAL ABILITY**

4.1 Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VSCE) that are relevant to our requirement. VCSEs may include examples of grant funded work. Contracts for supplies or services should have been performed during the last three years. Works contracts may be from the last five years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| Name of Customer organisation |  |  |  |
| Point of contact in the organisation |  |  |  |
| Position in the organisation |  |  |  |
| Email address |  |  |  |
| Description of contract |  |  |  |
| Contract start date |  |  |  |
| Contract completion date |  |  |  |
| Estimated contract value |  |  |  |

Where you cannot provide at least one example for question 4.1, in no more than

500 words please provide an explanation for this, e.g. your organisation is a new start-up or you have provided services in the past but not under contract.

|  |
| --- |
|  |

|  |  |
| --- | --- |
| 4.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).  Evidence should include, but not be limited to, details of your supply chain management tracking systems to ensure performance of the contract and prompt payment or membership of the UK Prompt Payment Code (or equivalent) |
| **Response:** | |

**5 REQUIREMENTS UNDER MODERN SLAVERY ACT 2015**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| 5.1 | Are you a relevant commercial organisation as defined by section 54 (Transparency in supply chains etc.) of the Modern Slavery Act 2015 i.e., a UK business with a turnover of >£36m? | Yes  No |
| 5.2 | If you have answered ‘yes’ to question 5.1, are you compliant with the annual reporting requirements contained within section 54 of the Modern Slavery Act 2015 | Yes  Please provide the relevant URL  No  Please provide an explanation |

**6 ADDITIONAL QUESTIONS**

|  |  |  |
| --- | --- | --- |
| **Question No.** | **Question** | **Response** |
| **6.1** | **Insurance:**  Please self certify whether you already have or are able to obtain, prior to the commencement of the contract the levels of insurance cover indicated below.  Employers (Compulsory) Liability Insurance\* = £5million  Public Liability Insurance = £5million  Professional Indemnity Insurance  Product Liability Insurance  \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note that this requirement does not apply to Sole Traders. | Yes  No  Yes  No  Yes  No  Yes  No |

**7** **DECLARATION**

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will 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 also declare that there is no conflict of interest in relation to the Council’s requirement.

**SQ Completed by:**

|  |  |
| --- | --- |
| 7.1 Name |  |
| 7.2 Role in Organisation |  |
| 7.3 Date |  |
| 7.4 Signature |  |