**PART FOUR:**  **TENDER RESPONSE**

**NOTES FOR COMPLETION**

Once you have fully completed Part Four (Tender Response), you MUST:

1. ensure that the Tender Response and all supporting information is in English;

1. send it to [**webprocurement@kettering.gov.uk**](mailto:webprocurement@kettering.gov.uk);
2. be titled : **Cultural Projects Implementation Manager**
3. ensure that the Tender Response is received by the Procurement Unit no later than 12 noon on 20th October 2020
4. Any late submissions by email will be disregarded.
5. Failure to observe this will mean the disqualification of the Tender Response.

**SECTION ONE:**

**SUPPLIER INFORMATION (the “SI”)**

**NOTES FOR COMPLETION BY THE SUPPLIER**

1. For the purpose of the SI, “KBC” means Kettering Borough Council, or anyone acting on behalf of Kettering Borough Council, that is seeking to invite suitable Suppliers to participate in this procurement 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 Contracts 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. The SI is designed to determine whether you meet KBC’s minimum requirements for this tender before we consider your submission.
4. The SI must be completed in its entirety and responses provided to all the questions. If you are unsure of anything in this document and require clarification, please contact:

[**webprocurement@kettering.gov.uk**](mailto:webprocurement@kettering.gov.uk)

1. All questions require specific responses from you relating to the organisation named in this SI. All information supplied must be accurate and up to date. KBC reserves the right to refuse to consider your application if the SI is not fully completed or is found to be inaccurate.
2. As necessary, please expand the boxes on the form to accommodate your answers. However, please also keep your answers brief and to the point.
3. **The majority of questions in this SI are ‘pass/fail’, that is, you either meet the minimum requirement or you don’t e.g., levels of insurance cover, or possession of relevant accreditation.**
4. If you do not meet these minimum criteria – more details of which appear further on in this SI – you will be excluded from the tender.
5. 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’.
6. Should you need to provide additional Appendices in response to the SI, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this SI.
7. Please note, as well as completing this SI you will must also complete and return the Tender Response. The Tender Response is where you explain how you intend to provide the tendered services and in which you state your bid price for the Contract. The Tender Response is evaluated separately from the SI and the evaluation criteria and details of the evaluation process for the Tender Response appear later on in this document.

**Verification of Information Provided**

Whilst reserving the right to request information at any time throughout the procurement process, KBC 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 6 of this SI relating to Technical and Professional Ability) KBC may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**Sub-contracting arrangements**

1. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of KBC’s 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. KBC 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 KBC indicates that sub-contractors are to play a significant role in delivering key KBC 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 KBC immediately of any change in the proposed sub-contractor arrangements. KBC 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 SI 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.

2. Please note that KBC 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 KBC as being necessary for the satisfactory performance of the contract.

3. All members of the consortium will be required to provide the information required in all sections of the SI as part of a single composite response to KBC i.e. each member of the consortium is required to complete the form.

4. 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.

5. KBC 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 KBC 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. KBC 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 5 of this SI (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

2. KBC reserves the right to contact the named customer contact in section 5 regarding the contracts included in section 5. The named customer contact does not owe KBC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

3. KBC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

## 1 - Supplier information

| 1. **Supplier Details** | | **Answer** | | |
| --- | --- | --- | --- | --- |
| 1.1.1 | Full name of the Supplier completing the Suppliers Information |  | | |
| 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 |

|  |  |
| --- | --- |
| **1.3 Contact details** | |
| Supplier contact details for enquiries about this SI | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

**2 - 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 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 KBC 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? | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 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; |  |  |
| 1. 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; |  |  |
| 1. the common law offence of bribery; |  |  |
| 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; |  |  |
| 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: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) 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; |  |  |
| (iv) 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; |  |  |
| (v) 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; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) 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; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) 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; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 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; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 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 |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes**  2.2 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?  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? |  |  |

## 3. Grounds for discretionary exclusion

KBC may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 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; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 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; |  |  |
| 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; |  |  |
| 1. your organisation—   (i) 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  (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), KBC 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 KBC, 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 KBC should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

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

In addition, KBC 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 KBC in each case.

If such evidence is considered by KBC (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 KBC to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

**4 - Economic and Financial Standing**

|  |  |  |
| --- | --- | --- |
|  | **FINANCIAL INFORMATION** | |
|  |  | |
| 4.1 | **Please provide one of the following to demonstrate your economic/financial standing;**  Please indicate your answer with an ‘X’ in the relevant box and by completing Document No 1. | |
| 1. If available a copy of the audited accounts for the most recent two years |  |
| 1. 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 | Refer to Document No 1 |
| (c ) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position | Refer to Document No 1 |
| 1. 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). |  |
|  | (e ) Are you willing to undergo a financial check via a credit reference agency? Please note, a credit score will NOT be used as the sole determinant of an organisation’s financial standing | ▢ Yes  ▢ No |
| 4.2 | Where KBC has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this SI, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out here.  Please confirm whether or not your annual turnover is at least twice the estimated annual contract value of this tender | ▢ Yes  ▢ No |
| 4.3 | **(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?**  If yes, please provide the name below:   |  |  | | --- | --- | | Name of the organisation |  | | Relationship to the Supplier completing the OI |  |   If yes, please provide Ultimate / parent company accounts if available.  If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary?  If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) | ▢ Yes  ▢ No  ▢ Yes  ▢ No  ▢ Yes  ▢ No |

**5 – 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 KBC’s requirements that you have performed over the last 3 years.  The named customer contact provided should be prepared to provide written evidence to KBC to confirm the accuracy of the information provided below: | | | | |
|  | | Contract 1 | Contract 2 | Contract 3 |
| 5.1 | Name of customer organisation |  |  |  |
|  | Point of contact in customer organisation |  |  |  |
|  | Position in the organisation |  |  |  |
|  | E-mail address |  |  |  |
|  | Contract start date |  |  |  |
|  | Contract completion date |  |  |  |
|  | Estimated Contract Value |  |  |  |
| 6.2 | 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. **Please provide this information at Document No 2 Relevant Experience** |  |  |  |
| 6.3 | If you cannot provide at least one example for questions 5.1 to 5.3, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up. **See Document No 2** | | | |
|  |  | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Additional SI 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.  **A – Project specific questions to assess Technical and Professional Ability**   |  |  |  | | --- | --- | --- | | 1. | Do you currently have any local authority clients | ▢ Yes  ▢ No | | 2. | If so, how many local authority clients do you currently have | ▢ More than 25  ▢ 10 - 24  ▢ Less than 10 |   **B - Insurance**   |  |  |  | | --- | --- | --- | | 1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the1levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance\* = £10,000,000 Public Liability Insurance = £10,000,000 Professional Indemnity Insurance = £2,000,000  Product Liability Insurance = £10,000,000  \* It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | ▢ Yes  ▢ No |   **C – Compliance with equality legislation**   |  |  |  | | --- | --- | --- | | For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. | | | | 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 | | 2. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination?  If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If 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 KBC’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | ▢ Yes  ▢ No | | 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 |   **D - Health and Safety**   |  |  |  | | --- | --- | --- | | 1. | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | ▢ Yes  ▢ No | | 2. | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?  If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result.    KBC will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to KBC’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. | ▢ Yes  ▢ No | | 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 |   **5 - 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 KBC 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 KBC’s Requirements.  The following appendices form part of our submission;   |  |  | | --- | --- | | **Section of SI** | **Appendix number** | |  |  | |  |  | | |  |
| **SI COMPLETED BY** | |  |
| 5.1 | Name |  |  |
| 5.2 | Role in organisation |  |  |
| 5.3 | Date |  |  |
| 5.4 | Signature |  |  |

**SI – Template for Appendices**

|  |
| --- |
| **Appendix Number -** |
| **SI section -** |
| **Question number -** |
|  |

**Suitability Questionnaire Documents No 1 and 2**

| **Suitability Questionnaire – Document No 1** | | | | | |
| --- | --- | --- | --- | --- | --- |
| If applicable 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)** | |
|  | | £ | | £ | |
|  | | £ | | £ | |
|  | | | | | |
| **Date of Last Accounts (dd/mm/yyyy)** | **Current assets** | | **Current Liabilities** | | **Cash (Overdraft)** |
| / / | £ | | £ | | £ |
|  | | | | | |
| **Available Credit Facility:** | | £ | | | |

| **Suitability Questionnaire – Document No 2**  In no more than 500 words, please provide a brief description of the each contract delivered including evidence as to your technical capability in this market |
| --- |
| **Contract 1:**  **Answer:**  **Contract 2:**  **Answer:**  **Contract 3:**  **Answer:** |

|  |
| --- |
| **Suitability Questionnaire – Document 2** |
| **If you cannot provide at least one example for questions 5.1 to 6.3, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.** |
| **Answer:** |

**SECTION TWO:**

**TENDER EVALUATION**

Any contract awarded as a result of this procurement process will be awarded on the basis of the offer that is the most economically advantageous to KBC. Tenders will be evaluated on the following, with a weighting as follows:

| **Section Headings** | **Maximum Score Available** |
| --- | --- |
| Quality   1. Resourcing and Managing Works 2. Performance Monitoring   References  (Sub-total – Quality Assessment) | 50%  10%  10%  (70)% |
|  |  |
| Price | [30]% |
| (Sub-total – Price Assessment | (30%) |
| **Total** | **100%** |

Suppliers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure KBC has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at KBC's discretion, be taken as a rejection by the Supplier of the terms set out in this ITT.

**1.0 Tender Evaluation**

The tender evaluation, criteria and the maximum scores attributable to them are set out below:

**1.1 Pricing Instructions**

Any bids that exceed the capped budget of £60,000 will be automatically rejected.

**1.2 Evaluation Team**

The evaluation team will be representatives of Kettering Borough Council.

**1.3 Quality Evaluation and Assessment**

To evaluate quality, the responses to quality questions in item Quality Assessment will be scored out of 4 marks for each question. Examples of the scoring evaluation method is presented below:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Marks** | **Interpretation** |
| Excellent | 4 | An excellent demonstration by the Supplier of a relevant understanding of KBC’s Requirements, and has proposed resourcing and/or quality measures that will lead to the services being provided to a good standard. Response identifies factors that will offer a good service, with evidence to support that response. |
| Good | 3 | A good demonstration by the Supplier of a relevant understanding of KBC’s Requirements, and has proposed resourcing and/or quality measures that will lead to the services being provided to a good standard. Response identifies factors that will offer a good service, with evidence to support that response. |
| Adequate | 2 | An acceptable demonstration by the Supplier of a relevant understanding of KBC’s Requirements, and has proposed resourcing and/or quality measures that will lead to the services being provided to an adequate standard. Response identifies factors that will offer an adequate service, with evidence to support that response. |
| Serious Reservations | 1 | Considerable reservations, in that the Supplier fails to demonstrate in most areas either a relevant understanding of KBC’s Requirements, or that the proposed resourcing and/or quality measures will lead to the services being provided to an adequate standard. |
| Unacceptable | 0 | No evidence provided by the Supplier and/or insufficient information to demonstrate that the Supplier has relevant understanding of KBC’s Requirements, or that the proposed resourcing and/or quality measures will lead to the services being provided to an adequate standard. |

**Quality Assessment**

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| **RESOURCING AND MANAGING** | | |
| **Question 1:** | **Word Limit: 1000 words** | **Maximum Score: 40%** |
| Having reviewed the Specification and Job Description & Criteria:   1. please outline your experience and proposed approach to delivery of each element, 2. indicate your previous experience of similar projects, ideally within the Heritage & Cultural sector. 3. Please detail the relevant qualification / experience that ensures your technical capability. | | |
| **Answer:** | | |
| **Question 2:** | **Word Limit: 500 words** | **Maximum Score: 10%** |
| Please define the management structure that you would put in place to support the successful delivery of this contract, including all the personnel who will be working on the programme | | |
| **Answer:** | | |
| **PERFORMANCE MONITORING** | | |
| **Question 3:** | **Word Limit: 500 words** | **Maximum Score: 10%** |
| Please provide details of what steps you will be put in place to ensure that performance will be maintained and managed throughout the duration of the contract. | | |
| **Answer:** | | |
| **REFERENCES** | | |
| **Question 4:** | **Word Limit: N/A** | **Maximum Score: 10%** |
| With regards to similar projects, please provide names, addresses, telephone numbers and contact names of referees from whom references may be sought and can verify the quality and services standards you currently or have recently provided in the last two years. | | |
| **Answer:**   |  |  |  |  | | --- | --- | --- | --- | |  | Contract 1 | Contract 2 | Contract 3 | | Name of customer organisation |  |  |  | | Direct point of contact in customer organisation |  |  |  | | Position in the organisation |  |  |  | | E-mail address |  |  |  | | Contract start date |  |  |  | | Contract completion date |  |  |  | | Estimated Contract Value |  |  |  | | Please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |  |  |  | |  | | |  | | | |

**Post Tender Clarification**

KBC reserves the right to enter into:

1. discussions with any Supplier to clarify the Tender submitted;
2. clarification with any Supplier about the amount, composition of, or another aspect of the Tender submitted within reasonable allowance of the restrictions determined in EU and UK legislation.

**2.0 SUPPLIERS SUBMISSION**

Please note that only those organisations which pass section one will have their submissions evaluated.

**2.1 PRICE – 30%**

Please complete the Pricing Schedule (below), ensuring that you have provided a cost in each of the relevant boxes and list all your costs including: 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.

Costs associated with the annual maintenance of the installed equipment must also be included.

ALL your costs for the contract must be included in your tender and any costs which are not included will not be met by KBC either pre or during the contract.

All prices quoted should exclude VAT.

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

The lowest quoted percentage rate(s) will be allocated maximum marks, and corresponding rates will be awarded marks in proportion to the lowest submitted rate.

The total price figure will be converted into points by applying the formula:

|  |
| --- |
| Lowest price bid divided by bidder’s price multiplied by 100%  For example, if the bidder’s price is £100, and this is also the lowest price, the calculation is 100 ÷100 x 100% = 100% of the available weighting 100  A bid of £200 would be calculated as 100 ÷ 200 x 100% = 50% of the available weighting. |

**PRICING SCHEDULE**

|  |  |
| --- | --- |
| **General requirements** | **£** |
| Client-side Lead Cultural Project Contact |  |
| Cultural Consortium coordination and facilitation |  |
| Key Stakeholder relationship management |  |
| Lead bid writer and content manager for Cultural programme funding application *(deadline 12 December 2020)* |  |
| Delivery management against project milestones (including terms related to external grants) |  |
| Implementation & Delivery; assessing opportunities and requirements surrounding communication, PR, branding and strategic visioning for future service delivery |  |
| Project Delivery Facilitation *(if funding bid is successful)* |  |
| **Total exc VAT** |  |

SECTION THREE:

**COMMERCIALLY SENSITIVE INFORMATION**

I /We declare that I /We wish the following information to be designated as commercially sensitive:

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under FOIA is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of Contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

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**SECTION FOUR:**

**COLLUSIVE TENDERING DECLARATION**

**TO: KETTERING BOROUGH COUNCIL**

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. communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium tenders required for the preparation of the tender;
2. enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above.

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

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**Form of Tender**

**TO: KETTERING BOROUGH COUNCIL**

**TENDER FOR CULTURAL PROJECTS IMPLEMENTATION MANAGER**

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 KBC 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 120 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 tender to the contractual obligations contained in this Tender.

I /We warrant that I /We have all requisite authority to sign this tender and confirm that I /We have complied with all the requirements of the ITT.

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| COMPANY: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**SECTION FIVE: CHECKLIST**

Please ensure that you use this checklist as aide memoire to assist you with your Tender Response as these are essential parts of the Tender Response that must be completed by the Supplier. Please note that failure to complete any part of the ITT could render your response incomplete and disqualification from the process.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section One** | | **Required to be completed** | **Tick when complete** |
|  | |  |  |
| Supplier Information: All parts | | Yes |  |
|  | |  |  |
| Declaration | | Yes |  |
|  | |  |  |
| **Section Two** | |  |  |
|  | |  |  |
| Tender Evaluation | | Yes |  |
|  | |  |  |
| Quality Assessment | | Yes |  |
|  | |  |  |
| Pricing | | Yes |  |
|  | |  |  |
| **Section Three** | |  |  |
|  | |  |  |
| Commercially Sensitive Information | | Yes |  |
|  | |  |  |
| **Section Four** | |  |  |
|  | |  |  |
| Collusive Tendering Declaration | | Yes |  |
|  | |  |  |
| Form of Tender | | Yes |  |
|  | |  |  |
| **Section Five** | |  |  |
|  | |  |  |
| We/ I have checked the Tender Response and confirm that we have fully complied with the ITT. | | | |
| SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
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1. [↑](#footnote-ref-1)