

RUTLAND COUNTY COUNCIL

TENDER FOR : Oakham Enterprise Park – Provision of Water Tanks

**Tender – DOCUMENT THREE**

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

When completed, please return **one hard copy and an electronically saved copy (e.g. memory stick)** ofboththe Schedule of Works and the Response Document (Document Three).

Please mark envelopes/packages with only “**TENDER RESPONSE: Oakham Enterprise Park – Provision of Water Tanks (Private & confidential)”** and with no company markings to:

The Chief Executive, Catmose, Oakham, Rutland, LE156HP

**To be received not later than: 12 Noon 29th February 2016**

**Late submissions will be disregarded.**

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**SUITABILITY QUESTIONNAIRE**

**Notes for Completion**

1. ‘Council’ means Rutland County Council, or anyone acting on behalf of the ‘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 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 This Suitability Questionnaire (SQ) has been designed to assess the suitability of a Supplier to deliver the Council’s contract requirement(s). If you pass this stage of the procurement process, your tender will be evaluated at the award stage of the process.

4 Please ensure that all questions are answered 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’ in the relevant response box.

5 Should you need to provide additional Appendices in response to the questions, these should be numbered clearly with the relevant question number and listed as part of your declaration.

6 Please return **one** completed paper copy of both this document and of the priced Schedule of Works to the postal address shown on the first page. Email, fax or other means of electronic communication are not permissible methods by which to return these documents. Please return with your paper copies, versions saved on either memory stick or disk.

 The envelope or other packaging containing the returned documents should bear no indication of the applicant, such as company logo, personalised franking mark or watermark. It is the Supplier’s responsibility to ensure that any Courier used to deliver the documents does not mark the package with its name. If the documents are hand delivered, please ensure that you receive a receipt bearing the date and time of the delivery.

 **Late submissions will not be considered.**

Verification of Information Provided

7 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 or discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirement(s) (such as Technical and Professional Ability) the Council may only obtain evidence after the final tender evaluation decision, i.e. from the winning Supplier only.

Sub Contracting Arrangements

8 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.

9 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/services/works required. Suppliers should therefore notify the Council immediately of any change to 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

10 If the Supplier completing this documentation is doing so as part of a proposed Consortium, the following information must be provided in a separate Appendix:

* 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 the proposed arrangements.

11 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.

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

13 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.

14 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 updated information.

Confidentiality

15 When providing details of contracts in answering Section 5 of this SQ (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16 The Council reserves the right to contact the named customer contact in Section 5 regarding the contracts described therein. 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.

17 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 Officer and/or other contracting authorities defined by the Public Contract Regulations 2015.

18 Not used

Grounds for Mandatory Exclusion

19 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).

20 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 the Council for advice before completing the form.

Conflicts of Interest

21 In accordance with question 3, 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 interests exists or may arise then it is the responsibility of the Supplier to inform the Council, detailing the conflict in a separate Appendix.

22 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 to the Supplier.

Taking Account of Bidder’s Part Performance

23 In accordance with question 3, 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 contracts of the Supplier. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

24 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’

25 Any Supplier that answers ‘yes’ to questions 2.1, 2.2 and 3 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.

26 If such evidence is considered by the Council (whose decision will be final) as sufficient, the Supplier will be allowed to continue in the procurement process. In order for the evidence 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 acting collaboratively with the investigating authorities; and
* Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

27 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.

Additional SQ Modules

28 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.

**1** **SUPPLIER INFORMATION**

|  |  |
| --- | --- |
| **1.1 Supplier Details** | **Answer** |
| Full name of Supplier completing the PQQ |  |
| Registered Company Address |  |
| Registered Company Number |  |
| Registered Charity Number |  |
| Registered VAT Number |  |
| Name of Immediate Parent Company |  |
| Name of Ultimate Parent Company |  |
| Please ‘check’ the relevant box to indicate your trading status |
| a) a public limited company |[ ]
| b) a limited company |[ ]
| c) a limited liability partnership |[ ]
| d) other partnership |[ ]
| e) sole trader |[ ]
| f) other (please specify)  | [ ]   |
| Please ‘check’ the relevant box to indicate whether any of the following classifications apply to you. |
| g) Voluntary, Community and Social Enterprise (VCSE) |[ ]
| h) Small or Medium Enterprise (SME) [[1]](#footnote-1) |[ ]
| i) Sheltered workshop |[ ]
| j) Public service mutual |[ ]

|  |  |
| --- | --- |
| **1.2 Bidding Model** | **Please check the relevant box** |
| a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself |[ ]
| b) 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 % of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. |[ ]
| c) Bidding as a Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the contract deliverables.If yes, please use an Appendix to provide details of your proposed bidding model that includes members of the supply chain, the % of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. |[ ]
| d) Bidding as a consortium but not proposing to create a legal entityIf yes, please include details of your consortium (including consortium members and the lead member) in an Appendix and explain the alternative arrangements, i.e. why a new legal entity is not being created.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.  |[ ]
| e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).If yes, please include details of your consortium, members, current lead member and intended SPV (including its name) in an Appendix. |[ ]

|  |  |
| --- | --- |
| **1.3 Contact Details** | For enquiries about this SQ |
| Name |  |
| Postal Address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| Email |  |

|  |  |
| --- | --- |
| **1.4 Licensing and Registration** | Please check the relevant box |
| a) Registration with a professional bodyIf applicable, is your business registered with the appropriate trade or professional body(ies) in the EU member stage where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member stateIf yes, please provide registration number and name of the body in the next column. | [ ]  Yes [ ]  No Details: |
| b) Is it a legal requirement in the state where you are established for you to be a licensed or a member of a relevant organisation in order to provide the requirement in this procurement?If yes, please provide additional details of what is required and confirmation that you have complied with this in the next column | [ ]  Yes[ ]  NoDetails: |

**2** **GROUNDS FOR MANDATORY EXCLUSION**

Please refer to Notes for Completion numbers 19 and 20 before completing this Section.

|  |  |
| --- | --- |
| **2.1 Within the past five years has your organisations (or any member of your proposed consortium, if applicable), Directors or Partners 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 checking the relevant box.** |
| a) 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 the 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 |
| b) 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 |
| c) the common law offence of bribery | [ ] Yes[ ] No |
| d) 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 |
| e) any of the following offences, where the offence relates to fraud affecting European Communities’ financial interests as defined in Article 1 of the Convention on the Protection of the Financial Interests of the European Communities:  |  [ ] Yes [ ] No |
| i) the offence of cheating the Revenue; |  [ ] Yes [ ] No |
| ii) the offence of conspiracy to defraud; |  [ ] Yes [ ] No |
| 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; |  [ ] Yes [ ] No |
| 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; |  [ ] Yes [ ] No |
| 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; | [ ]  Yes [ ] No |
| vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  [ ] Yes [ ] No |
| vii) destroying, defacing, or concealing of documents or procuring the execution of 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 |
| viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  [ ] Yes [ ] No |
| ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supply or offering to supply articles for use in frauds within the meaning of section 7 of that Act;  |  [ ] Yes [ ] No |
| f) any offence listed: |  [ ] Yes [ ] No |
| i) in section 41 of the Counter Terrorism Act 2008; or |  [ ] Yes [ ] No |
| ii) in Schedule 2 of that Act where the court has determined that there is a terrorist connection. |  [ ] Yes [ ] No |
| g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f) |  [ ] Yes [ ] No |
| h) money laundering within the meaning of sections 340 (11) and 415 of the Proceeds of Crime Act 2002 |  [ ] Yes [ ] No |
| i) an offence in connection within 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 |
| j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004 | [ ] Yes[ ]  No |
| k) an offence under section 59A of the Sexual Offences Act 2003 |  [ ] Yes [ ] No |
| l) an offence under section 71 of the Coroners and Justice Act 2009 |  [ ] Yes [ ] No |
| m) 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 |
| n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive -  |  [ ] Yes [ ] No |
| i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  [ ] Yes  [ ] No |
| ii) 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****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 agreement with a view to paying, including where applicable, any accrued interest and/or fines. |  [ ] Yes [ ] No |

**3** **GROUNDS FOR DISCRETIONARY EXCLUSION**

The Council may exclude any Supplier who answers ‘Yes’ in any of the following situations. Please refer to ‘Notes for Completion’ numbers 21 – 27 before completing this section.

|  |  |
| --- | --- |
| **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 checking the relevant box.** |
| a) 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 |
| b) your organisation is bankrupt or is the subject of insolvency or winding up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it in any analogous situation arising from a similar procedure under the laws and regulations of any State. |  [ ] Yes [ ] No |
| c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable |  [ ] Yes [ ] No |
| d) your organisation has entered into agreements with other economic operators aimed at distorting competition;  |  [ ] Yes [ ] No |
| e) 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 |
| f) 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 |
| g) 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 |
| h) 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 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; |  [ ] Yes [ ] No |
| i) Your organisation has undertaken to: i) unduly influence the decision making process of the contracting authority; or ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure |  [ ] Yes [ ] No |
| j) your organisation has negligently provided misleading information that my have a material influence on decision concerning exclusion, selection or award. |  [ ] Yes[ ]  No |

**4** **ECONOMIC AND FINANCIAL STANDING**

|  |  |
| --- | --- |
|  | Please check the relevant box. |
| **4.1 Please provide one of the following to demonstrate economic/financial standing:**a) A copy of the audited accounts for the most recent two yearsb) A statement of the turnover, profit & loss account, current liabilities and assets and cash flow for the most recent year of tradingc) A statement of the cash flow for the current year and a bank letter outlining the current cash and credit positiond) Alternative means of demonstrating financial status if any of the above is not available (e.g. forecast if 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). | [ ] [ ] [ ] [ ]  |
| 4.2 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 PQQ, please self certify by answering ‘Yes’ or ‘No’ that you meet those requirements |  [ ] Yes [ ] No [ ] Not Applicable |
| 4.3 Are you part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name and details of the relationship in the next column.If yes, please provide the 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 [ ] NoName:Relationship: [ ] Yes [ ] No [ ] Yes [ ] No |

**5** **TECHNICAL AND PROFESSIONAL ABILITY**

Please provide details of up to three contracts, in any combination from either the public or private sector, that demonstrate experience in ground-works and reinforced concrete, relevant to the Council’s requirement. Contracts for supplies or services should have been performed during the last 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 required 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** |
| 5.1 Name of Customer Organisation |  |  |  |
| 5.2 Point of contact in customer organisationPosition in the organisationEmail Address |  |  |  |
| 5.3 Contract start dateContract completion dateEstimated Contract Value |  |  |  |
| 5.4 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 |  |  |  |
| 5.5 If you cannot provide at least one example for questions 5.1 to 5.4, in no more than 500 words please provide an explanation for this, e.g. your organisation is a new start-up. |
|  |

**6** **ADDITIONAL SQ MODULES**

Please read ‘Notes on Completion’ number 28 before completing the sections below.

**A** **PROJECT SPECIFIC QUESTIONS TO ASSESS TECHNICAL AND PROFESSIONAL ABILITY**

Question 5 above should demonstrate your technical and professional ability as is relevant to these works.

**B** **INSURANCE**

|  |  |
| --- | --- |
| 1. Please self-certify whether you already have, or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated below:Employers (Compulsory) Liability Insurance\* = £5 millionPublic Liability Insurance = £5 millionProfessional 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 is not applicable to sole traders. | [ ]  Yes[ ]  No |

**C** **COMPLIANCE WITH EQUALITY LEGISLATION**

For organisations working outside 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 |
| 1. 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 |
| 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 recurring.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 recurring. |
| 1. 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** **ENVIRONMENTAL MANAGEMENT**

|  |  |
| --- | --- |
| 1 Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including a local authority)?If you answer 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 Supplier(s) that have been prosecuted or served notice under environmental legislation in the last three years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrence/breaches. |  [ ] Yes [ ] No |
| 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 |

**E** **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 three years?If your answer is ‘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 Supplier(s) that have been in receipt of enforcement/remedial action orders unless the Supplier(s) can demonstrate to the Council’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 |

**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 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 SQ** | **Appendix Number** |
|  |  |
|  |  |

**SQ Completed by:**

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

**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.

**QUALITY**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question 1:** |  | **Word limit:** | 1000 words |
| Please provide a method statement for undertaking the works (Weighting 15% of total score) |
| **Answer:** |
| **Question 2:** |  | **Word limit:** | 500 words |
| Are you able to meet the specification in full? Describe any variations.(Weighting 10% of total score) |
| **Answer:** |
| **Question 3: Word limit:**  750 wordsExplain the health and safety measures you will put in place to protect your employees, sub-contractors, other site users and persons in the vicinity of the site(Weighting 5% of total) |
| **Answer:** |
| **Question 4: Word limit:** 300 wordsExplain whether you will be able to meet the start and completion dates specified(Weighting 5% of total) |
| **Answer:**  |
| **Question 5: Word limit:** 750 wordsIdentify key personnel who will be assigned to these works and demonstrate their experience / qualifications in ground-works and reinforced concrete(Weighting 15% of total) |
| **Answer:** |

## PRICE

Please show the final total tendered Price as detailed in the Schedule of Works. All prices quoted should exclude VAT.

Tendered total price: (£)……………………………………………………………

In words:……………………………………………………………………………………

**Appendix 1: Form of Tender**

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

**Tender for Rutland County Council – Oakham Enterprise Park – Provision of Water Tanks**

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: …………………………………………………………………………

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