

Invitation to Tender

for

Jubilee Day Surgery Centre Chiller Replacement

Project Ref: C/197/ES/17/SVR

Tender Process:

Schedule I Open Tender Services	<input type="checkbox"/>	Schedule I Open Tender Goods	<input type="checkbox"/>
Schedule I Restricted Tender Services	<input type="checkbox"/>	Schedule I Restricted Tender Goods	<input type="checkbox"/>
Schedule I Dialogue Tender Services	<input type="checkbox"/>	Schedule I Dialogue Tender Goods	<input type="checkbox"/>
Below Threshold Tender Works	<input checked="" type="checkbox"/>	Below Threshold Tender Goods	<input type="checkbox"/>

Posted Date: Monday 8th January 2018

CLOSING DATE FOR RETURNS: 1300 GMT on Monday 5th February 2018

MASTER INDEX OF TENDER DOCUMENT

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SCHEDULE A

BACKGROUND TO TENDER OPPORTUNITY

BACKGROUND TO THIS OPPORTUNITY

This project is for the replacement of the existing chiller located in the ground floor compound area adjacent to Jubilee Day Surgery Centre (JDSC) serving air handling units (AHUS) as listed below:

- A) Theatres 1,2, & 3 and General area AHU
- B) The ground floor of the Jubilee Day Surgery Centre.

The tendering Contractors are required to read all of the documents attached to this Invitation to Tender (ITT) and respond by uploading documents to the e-procurement portal.

The tendering Contractors are advised to visit the site before tendering to inspect the existing installations relevant to the works and ascertain the nature of the site, access, local conditions and any restrictions likely to affect the execution of the contract works.

A site visit can be arranged for Monday 15th January or Tuesday 16th January at a time to be confirmed with Barry Ollerhead in the Estates department. Please can suppliers confirm their availability through the e-procurement portal no later than Friday 12th January, 1.00pm if they are intending to submit a bid.

Suppliers are strongly advised to visit the site in advance before submitting their tender. Suppliers submitting a tender without visiting site do so at their own risk. The Countess of Chester NHS Foundation Trust will not accept any post tender price increases resulting from circumstances that a reasonable supplier would have discovered had a site visit taken place.

The site is located at:
Countess of Chester Hospital NHS Foundation Trust
Countess of Chester Health Park
Liverpool Road
Chester
CH2 1UL

BACKGROUND TO THE COUNTESS OF CHESTER HOSPITAL NHS FOUNDATION TRUST & COMMERCIAL PROCUREMENT SERVICE.

The Countess of Chester Hospital NHS Foundation Trust is comprised of a 600 bed acute general hospital located on the outskirts of the City of Chester, an 86 bed community based hospital located in Ellesmere Port and a shared service Microbiology Laboratory in Wirral.

The Trust also hosts a Commercial Procurement Service which not only undertakes its own commercial activity but seeks to act to the wider public sector to promote and develop smaller innovative businesses and ideas. Further information can be obtained from the website www.coch-cps.co.uk

HOW THIS PROCESS WILL WORK.

Open Procedure ☒ (only applicable to the Tender if this box is checked)

Following the receipt of your bid and the final deadline passes, your bid will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being

immediately rejected. Upon satisfying all prerequisites your bid will be qualitatively assessed using the award criteria laid out in the Conditions of Tender. If an e-Auction is applicable the Authority will contact you and offer the appropriate training and preparation. Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid, along with narrative as to how the scores were applied and what were the characteristics and relative advantages of the winning bid.

Restricted Procedure ☐ (only applicable to the Tender if this box is checked)

Your Pre-Qualification application has been accepted and as such the Authority confirms that you are a capable supplier with sufficient capacity to fulfil the contract obligation. This ITT will assess the overall quality of your goods or services offering. Following the receipt of your bid and the final deadline passes, your bid will be opened by the assessment panel. If an e-Auction is applicable the Authority will contact you and offer the appropriate training and preparation. Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid, along with narrative as to how the scores were applied and what the characteristics and relative advantages of the winning bid were. A 10 day standstill period will follow prior to concluding the contract which will be formed upon the exchange and signing of contracts.

SCHEDULE B

INVITATION TO TENDER

INVITATION TO TENDER

1. Project Timeline

<u>Task</u>	<u>Indicative Date</u>
Issue Invitation to Tender	8 th January 2018
Site Visits	15 th & 16 th January 2018
Deadline for questions from Tenderers on Invitation to Tender	29 th January 1.00pm
Deadline for Tender Responses	5 ^h February 1.00pm
Evaluation of Tender Responses	W/C 5 th February
Contractor Appointment	12 th February 2018
Start-up meeting	W/C 19 th February 2018
Commencement of Delivery	26 th February 2018 (10 weeks)
Date of possession (contract period 13 weeks)	TBC
Start of maintenance defects (12 months)	TBC
End of defects liability	TBC

The dates highlighted in blue are indicative and subject to change

2. Bidders/Tenderers

In this ITT the terms “Bidder(s)” and “Tenderer(s)” are used interchangeably to indicate an organisation that is participating in this tender process. The term “supplier” refers to a successful applicant following the procurement.

The terms bid and tender are similarly used interchangeably.

3. Contracting Authorities

The Countess of Chester Hospital NHS Foundation Trust, hereafter referred to as the "Authority", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the Master Index for the Provision of **Jubilee Day Surgery Centre replacement**.

4. Acceptance of bids

The Authority does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately.

Tenderers are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

5. Clarification Questions from Bidders

Any questions which the Bidder wishes to raise in relation to this Tender should be made via the e-sourcing portal messaging system. Unless specifically provided for below, questions provided in other formats will not be considered or answered.

The last date for the submission of Clarification Questions is **1300 GMT on 29th January 2018**

The Authority is under no obligation to respond to any question received after this time and date. However, the Authority reserves the right to respond to any questions received after this deadline at its absolute discretion

Should a Tenderer be in any doubt as to the interpretation of any or all parts of the Tender document, commercial queries, technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e tendering portal. The Authority will refer the query to the relevant person for resolution, and will communicate the decision to the Tenderer in writing via e tendering portal.

Clarification questions asked during the site visits will be logged, both questions and responses will be shared on the e-tendering portal.

Clarification questions received by any other method may constitute canvassing as defined in this ITT. Organisations participating in a bid submission are therefore strongly advised to ensure that any communication with the Countess of Chester Hospital NHS Foundation Trust and/or its employees about or related to this procurement process is submitted through the Bravo e tendering portal only, as failure to do so may result in their bid submission being disqualified.

Bidders are reminded that their questions, and Authority's response, will normally be circulated to all Bidders in an anonymous form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to the portal for all Bidders to view who have registered for the procurement. Provision will be made for Bidders to request clarification in confidence, but in responding to such requests the authority will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include uploading to the portal and/or circulating the response to all Bidders.

6. Clarification Questions from the Authority

The Authority reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-tendering portal to the Bidder's nominated representative. The Authority will retain a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any Bidder in relation to any aspect of the bid submission.

It is likely that any response to a clarification question will be required within two working days of request. Failure to respond adequately or in a timely manner to clarification questions may result in a potential Bidder not being considered further in the procurement.

The Authority may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a response or bid, to ask that they testify that information supplied is accurate and true.

The Authority reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

The Authority reserves the right to conduct site visits and/or audits at any time during this procurement process.

7. Return of Bids

Tenderers must return bids via the web site www.nhssourcing.co.uk; hard copies will not be accepted. It is the sole responsibility of the Tenderer to ensure their offer is received in due time and date. Tenders received after the due date cannot normally be accepted

The Authority intends to award the contract to the Bidder(s) who submit(s) the most economically advantageous bid(s) as determined by applying the evaluation criteria set out in this ITT. However, the Authority reserves the right not to award all or any of the business to most economically advantageous bid(s) or to any bidder. The Authority also reserves the right to award the business to more than one bidder.

The Authority does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, The Authority reserves the right to award Contracts for the supply of the services described above and arising out of this procurement process to more than one supplier.

8. The closing date for the return of Tenders is 1300 GMT on Monday 5th February 2018

Failure to return a completed ITT by the closing date specified will entitle The Authority to disqualify the relevant Bidder from participating in this procurement.

Those Bidders deciding not to tender should use the “Decline to Respond” function on the Trust e-procurement portal, and provide a reason for this decision.

SCHEDULE C

**CONDITIONS OF TENDER
& Award Criteria**

CONDITIONS OF TENDER

1. Information and Confidentiality

1.1 This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the bidder, save for the purpose of:

- taking legal or other advice in connection with completing the ITT response; and/or
- obtaining input from relevant organisations relevant to the Bidder's response to the ITT; and/or
- obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Authority to such disclosure (which they may withhold in their absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from Authority, the bidder shall promptly provide evidence to the Authority that such undertakings have been provided to the Bidder.

- 1.2 The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its completed ITT response is accurate and contains no material misrepresentation.
- 1.3 This invitation and its accompanying documents shall remain the property of the Authority and must be returned on demand.
- 1.4 Any notice to a Tenderer required under these Conditions to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered to a physical address, or at the time of posting on the e-sourcing portal if communicated via the e-sourcing portal to the Bidder's nominated representative, or at the time of delivery in ordinary course of post if posted in a prepaid envelope addressed to the Tenderer by name, to the Tenderer's last known place of abode or business or, in the case of a company, the registered office of the company.
- 1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the probable requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

2. Freedom of Information and other information disclosures

- 2.1 The Authority is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA). Accordingly, any information created by or submitted to the Authority (including the information contained in the ITT and the submissions received from Bidders in response) may need to be disclosed by the Authority in response to a request for information.

- 2.2 The Authority may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.
- 2.3 Bidders must clearly identify any information supplied in response to the ITT, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.
- 2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Authority is responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.
- 2.6 Bidders should also note that the receipt by the Authority of any information marked “confidential” or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking, and the Authority has the final decision regarding the disclosure of any such information in response to a Request for Information.
- 2.7 In making a submission in response to this ITT, each Bidder acknowledges that the Authority may be obliged under the FOIA to disclose any information provided to it:
- Without consulting the Bidder; or
 - Following consultation with the Bidder and having taken its views into account.
- 2.8 Bidders acknowledge that the Authority may be subject to the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Authority (at the Bidder’s expense) to enable the Authority to comply with its information disclosure requirements contained in this legislation.
- 2.9 Bidders should be aware of the Authorities obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Authority. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the EIR applies.
- The Authority shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.
- 2.10 Bidders acknowledge that the Authority and/or its members may be subject to the Government’s public sector purchasing transparency requirements and that Authority and/or its members may be required to publish on a Government on line portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

3. Prices

- 3.1 Prices in the Price Schedule (Schedule G) must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.
- 3.2 Prices on the schedule must be firm (i.e. not subject to variation) for the period of the Works which are the subject of this invitation to tender. Any amendments to the fixed period will be rejected.
- 3.3 Where a fixed price period ends and triggers a contract extension option, price variations must be accompanied by evidence to justify the change in price. Reference to standard inflationary indexes is not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.
- 3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the award notice, the authority reserves the right to terminate and re-tender the contract.
- 3.5 Where prices exceed that of the allocated budget for the project, the authority reserves the right to terminate the procurement or seek clarification from bidders to submit a secondary pricing schedule.
- 3.6 Where a reverse (transformation or price only) e-auction is being used as an award decision mechanism, prices submitted will be used as the starting position of your bid. You are advised to prepare a range of scenarios with an absolute end position. If you submit a price which is unsustainable you will still be contractually obliged to supply at this price until the fixed period ends. Prices submitted in Schedule G are considered your first offer and can be accepted as such.

4. Tender Documentation and Submission

- 4.1 Tenders must be for the supply of the whole of the specification upon the terms and conditions of the contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.
- 4.2.1 The offer should be strictly in accordance with the specification. Alternatives may be offered but all differences between such items and the Specification must be indicated in detail in the Bidder Response and Price Schedule.
- 4.3 Tenders must comprise:
 - 4.3.1 the Bidder Response
 - 4.3.2 the Price Schedule
 - 4.3.3 the Additional Information Schedule
 - 4.3.4 the Form of Offer
 - 4.3.5 the Certificate of Non-Canvassing
- 4.4 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e tendering portal where indicated.: In the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.

- 4.5 The Tender must be completed in full. Any Tender may be rejected which:
- 4.5.1 contains gaps, omissions or obvious errors; or
 - 4.5.2 contains amendments which have not been initialled by the authorised signatory; or
 - 5.5.3 is received after the closing time.
- 4.6 For help in completing the Tender compliantly with the requirements of this ITT please contact the Authority via the e-tendering portal messaging facility.
- 4.7 Offers must be written in English and submitted via the Authority tender website at www.nhssourcing.co.uk
- 4.8 The Authority may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Tenderers.

5. Rebates/Commissions

- 5.1 In any application of rebates and commissions, Tenderers will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity.
- 5.2 Any rebate fee or commission applicable to this Tender opportunity will be described in the specification (Schedule D)

6. Award Criteria

- 6.1 The Contract will be awarded on the basis of the most economically advantageous offer which is judged on the following:

Criteria	Weighting (%)
Technical	50%
Commercial/Pricing	50%

6.1.1 Sub Criteria

The sub criteria are denoted against each area within the bidder response schedule below:

Technical	
Method Statement	10%
Testing and Commissioning	5%
Project Plan & Lead Time	10%
Creative Approach	5%
Capacity Experience and Expertise	10%
Health & Safety Construction Project Plan	10%
Total Technical	50%
Commercial/Pricing	50%
Total – Technical & Commercial/Pricing	100%

6.1.2. Scoring methodology – Technical

This methodology is for information only and will be used solely by the Authority for the evaluation of the tender returns. This methodology will apply where qualitative information is provided.

Further details are provided in Schedule F.

Rate	Qualifier
4	Excellent Response
3	Comprehensive Response
2	Acceptable Response
1	Limited Response
0	Deficient

6.1.3 Scoring methodology – Commercial

Price will be scored on the total cost which consists of:

- Preliminaries total + packaged air cooled chiller unit 100KW + Installation costs total
= **total cost**

The Bidder with the lowest total cost will receive the full 50% commercial score and will be assessed using the standard differential method. Bidders with higher total costs will be scored using the standard differential method described in the formula below:

$$\left(\frac{\text{Lowest Bid Price}}{\text{Bid Price}} \right) \times \text{Criteria \%} = \text{Final Score}$$

Once the commercial and technical criteria have been assessed, the final scores for each bidder will be calculated as follows:

The Bidder's technical score as calculated as above will be added to the commercial score for the bidder to produce a total score for each Bidder.

The bidder with the highest total score will be nominated for award of the contract.

6.1.4 Clinical table-top trials ☐ (only applicable to the Tender if this box is checked)

Clinical table-top trials will be used to assess a product's quality against its described characteristics in the bidder's response documents as highlighted in the award sub-

criteria. Table-top trials are intended to be used to assess products with minimum disruption to our clinicians and patients and as such will not be trialed in a live clinical environment. All bidders are required to submit any products related to this Tender as requested by the Authority within the timescales advised by the Authority. Failure to provide adequate trial material will result in receiving a Zero in the appropriate award section of the evaluation.

6.1.5 Clinical trials ☐ (only applicable to the Tender if this box is checked)

The Authority wishes to conduct a clinical trial of the products being offered as part of this Tender to satisfy itself that they are clinically acceptable to use within our own environment and are fully compatible with other Trust assets in use. To minimise any disruption to our patients and clinical staff, we will only undertake a full clinical trial of the bidder which has been ranked first following the application of the full award criteria.

Where a bidder has ranked first and there is a consensus from the Authority that the goods offered are not acceptable and pose a risk to our patients and/or clinicians, the bidders offer will be rejected. Prior to any rejection the Authority will liaise with the bidder's representatives and ensure adequate recourse is given that no misrepresentation of the goods on offer has been construed by the Authority, and that the bidder will be given adequate feedback to assist it in its future product development.

6.2 The Authority is not bound to accept the lowest or any offer.

6.3 Following the Tender evaluation all bidders will be notified of the outcome. This notification will be accompanied by a debrief letter. No further debrief will be given outside of the information contained within this letter.

7. TUPE ☐ (only applicable to the Tender if this box is checked)

7.1 The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the self-employed.

7.2 Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

7.3.1 To assist in this process the Authority is seeking workforce details from the present supplier(s). The Authority provides no warranty as to the accuracy of any such information supplied and accepts no liability for any inaccuracies that is contained within it or for any omissions from such information. Tenderers must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

This information will be supplied to Tenderers on request on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Tenderer's organisation, and to such extent, as is strictly necessary for the preparation of the tender; and that it is not used for any other purpose. By requesting

this information from the Authority a Tenderer will be deemed to have agreed to abide by these obligations of confidentiality.

- 7.4 The successful supplier will be required to indemnify the Authority against all possible claims under TUPE.
- 7.5 It is a further requirement that the successful supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process.

8. Canvassing

- 8.1 Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the Authority, or to any officer (or their partner) or employee (or their partner) of any Authority member organisation or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:
- directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the MOI or ITT (as appropriate)); or
 - directly or indirectly attempts to contact any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the MOI or ITT(as appropriate); or
 - directly or indirectly attempts to influence any member, employee, agent or contractor of the Authority concerning the conduct of the process leading to the award of the contract, or the structure of the procurement process, or the structure of the contractual opportunity, save where this occurs in a manner provided for in the MOI or ITT(as appropriate);
 - directly or indirectly canvasses any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the MOI or ITT(as appropriate);

may be disqualified from the procurement process by the Authority in their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

9. Collusive Tendering

- 9.1 Any organisation forming part of a bid submission must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any procurement documents (including the ITT). Without limitation to the generality of the above obligation, any organisation that:
- fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder; or
 - communicates to any person other than the Authority the price or approximate price to be included in its response to the ITT or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary

for the preparation of the response to the ITT or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or

- enters into any agreement or arrangement with any other potential bidder that has the effect of prohibiting or excluding that potential bidder from submitting a response to the ITT or as to the price to be included in any response to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other response to the ITT or proposed response to the ITT;

may be disqualified from the procurement process by the Authority in their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

10. Guarantees

- 10.1 If the successful Tenderer is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Authority within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Tenderer of its obligations to the Contracting Authority
- 10.2 If the successful Tenderer shall fail to provide the Guarantee within the period specified in 10.1 above, the Authority shall by written notice to the Tenderer be entitled to treat such failure as putting an end to the Contract between the Authority and the Tenderer, and the Tenderer, shall thereupon be liable to pay to the Authority damages, for such failure of such sum as shall be equivalent to the difference between the total whole term contract price of the contract with the successful tenderer and the total whole term contract price of the contract offered by the second placed Tender received by the Authority which at the date such notice is given is still open for acceptance by the Authority.

11. The Contract Terms and Conditions

- 11.1 This procurement exercise concerns the conclusion of a Contract under which either a sole or a number of successful Tenderers will be appointed (as denoted in the opportunity listing or OJEU notice as applicable) to supply the offering as described in Schedule D the specification, to the Authority on the terms agreed. A copy of the specimen Contract including the contract terms and conditions can be found in Schedule E.
- 11.2 Upon concluding the procurement process the signed acceptance of the specimen contract shall be issued to the successful bidder. This will form the contract.

12 Disclaimer

The information contained in this ITT is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither the Authority, or any of its members, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any bidder,

any relevant organisation, bidder guarantors, their financiers or any of their advisers, orally or in writing or in whatever media.

Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant, but are not entitled to rely on any statement or representation made by the Authority, or any of its members or any of their advisers.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Authority in relation to this procurement. No person has been authorised by the Authority, or their advisers or consultants to give any information or make any representation not contained in the MOI or the ITT (as appropriate) and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in the MOI or the ITT (as appropriate) or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of the MOI or the ITT (as appropriate) or other pre-contract documentation.

The Authority, accept no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Bidder in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between Authority and any Bidder arising by virtue of this tender process.

In this section references to the MOI and ITT (as appropriate) include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Authority or any of its advisers or consultants in connection with the MOI or any other pre-contract document.

Each Bidder's acceptance of delivery of an ITT response constitutes its agreement to, and acceptance of, the terms set out in this ITT.

The Authority reserve the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the ITT bids, not to invite a Potential Bidder to proceed further, not to furnish a potential Bidder with additional information nor otherwise to negotiate with a potential Bidder in respect of the procurement.

The Authority shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the procurement, or any part thereof, at any time.

13 Bidder changes

Bidders are subject to an ongoing obligation to notify the Authority of any material changes in their identity, financial or other circumstances. This includes, but is not limited to, changes to the identity of partner organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder.

The Authority should be notified of any material change as soon as it becomes apparent.

Failure to notify the Authority of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification from the procurement. The Authority reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Authority may take into account whether such change is material to the delivery of the contract.

14 Procurement Costs

Each Bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. The Authority will not be responsible for any costs incurred by any Bidder or any other person through this process, including but not limited to any exit or de-commissioning costs.

The Authority will not be responsible for any costs and expenses (including legal costs and expenses) that result from delay to this procurement process or from the abandonment of this procurement process.

15 Publicity

No publicity regarding this procurement process or the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication and has approved the detail of any such communication. Without prejudice to the generality of the foregoing, no statements shall be made to the media regarding the nature of any response to this or any ITT relating to this process, its contents, any ongoing dialogue between the Authority and any Bidder or any proposals relating to it, without the prior written consent of the Authority

16 IPR

All procurement documentation issued in connection with this procurement shall remain the property of the Authority and shall be used by the Bidder only for the purposes of this procurement.

17 Law and Jurisdiction

Any dispute (including non-contractual disputes or claims) relating to this procurement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement (including non-contractual disputes or claims).

18 Prerequisites ☒ (only applicable to the tender if this box is checked)

Bids that fail to meet the minimum standard as denoted in Appendix 1 may be rejected. This includes those that are ineligible to tender on a ground specified in regulation 57 of the Public Contract Regulations (2015 as amended). Bidders that fail to satisfy the Authority of meeting the minimum standards set out both economically and technically will be deemed ineligible and not have their bid further assessed.

It is recommended the bidders assess Appendix 1 and satisfy themselves of their own compliance before completing the bidder response and pricing schedules.

SCHEDULE D

SPECIFICATION

Please see general attachments for copy of specification

SCHEDULE E

SPECIMEN CONTRACT

As incorporated within the NHS Terms and Conditions for Goods and Services (December 2016), The Model Form of Contract for the design, supply and installation of electrical, electronic and mechanical plant, MF/1 (Rev 6) will also apply.

Please see the qualification envelope to confirm if you accept/decline

SCHEDULE F

BIDDER RESPONSE

For mandatory completion and return – please refer to the technical envelope, each response is attachable to the relevant question in the technical envelope asked and all questions must be answered

Method Statement: 10%

Please provide a method statement for this program of works. Your response may include but not be limited to:

- Working methods
- Plant lifting regime
- Plant operational downtimes
- A clear statement of the anticipated hazards and the controls that would be put in place
- Definition and understanding of the standard required
- How quantity will be measured

Please upload the document with the filename "Method Statement" in the Trust's eTendering system. Your response must be no more than 6 sides of A4 (minimum font size 11).

References to websites/appendices/ additional literature will not be acceptable, so therefore will not be scored.

Responses will be scored as follows:

Score	Points awarded	Scoring Guidance
Excellent Response	4	The Method Statement is comprehensive and exceeds expectations. Giving an excellent level of confidence that the tenderer is able to meet the requirements of the project to a high standard.
Comprehensive Response	3	The Method Statement is detailed and meets expectations. Providing a comprehensive response indicating that the tenderer is able to meet the requirements for the project to a good standard.
Acceptable Response	2	The Method Statement gives some confidence the tenderer is able to meet the Health and Safety requirements for the project to an acceptable standard.
Limited Response	1	The Method Statement gives a poor level of confidence that the tenderer is able to meet the Health and Safety requirements for this project.
Deficient	0	Any aspect of the response gives major cause for concern

Testing and Commissioning 5%

Please provide detail of the testing and commission that will be applied on installation of works.

Your response may include but not be limited to:

- Testing and Commissioning
- Systems provided on the completion of works

Please upload the document with the filename "Testing and Commissioning" in the Trust's eTendering system. Your response must be no more than **2** sides of A4 (minimum font size 11).

References to websites/appendices/ additional literature will not be acceptable, so therefore will not be scored.

Responses will be scored as follows:

Score	Points awarded	Scoring Guidance
Excellent Response	4	The Tenderer's response exceeds expectations. Giving an excellent level of confidence that the tenderer is able to meet or exceed the specified requirements for the testing and commissioning of the installation.
Comprehensive Response	3	The Tenderer's response is detailed and meets expectations. Providing a comprehensive response indicating that the tenderer is able to meet the specified requirements for the testing and commissioning.
Acceptable Response	2	The Tenderer's response gives some confidence the tenderer is able to meet the specified testing and commissioning requirements for the installation project to an acceptable standard.
Limited Response	1	The Tenderer's response gives a poor level of confidence that the tenderer is capable of meeting the specified requirements.
Deficient	0	Any aspect of the response gives major cause for concern

Project Plan and Lead Time: 10%

Please provide an anticipated project plan detailing how your organisation will ensure the effective delivery of the project in line with the tender documentation and how you will mitigate against project delays or advance the programmed works

Your response may include but not be limited to:

- The project timescale including key milestones.
- The lead times
- The actions that will be put in place to ensure that any nominated sub-contractors/suppliers can provide the required services and materials to meet the project dates.
- The proposed methodology for project progress reporting.
- The key people and resource your organisation will allocate to the contract; evidencing the organisation has adequate and the skilled resource available to fulfil the contract.

Please upload the document with the filename 'Project Plan and Lead Time' in the Trust's e-Tendering system. Your response must be no more than 6 sides of A4 (minimum font size 11)

References to websites/appendices/ additional literature will not be acceptable, so therefore will not be scored.

Score	Points awarded	Scoring Guidance
Excellent Response	4	<p>The Tenderer's response is comprehensive and exceeds expectations. Giving an excellent level of confidence that the tender is capable of meeting the completion of project in a timely manner. The Tenderer has provided a detailed plan of project key milestones and displays that excellent controls are in place to ensure any delays are mitigated against.</p> <p>The key people/ resource to be allocated to this project provide exceptional confidence that the project program will be resourced and managed to a high standard.</p>
Comprehensive Response	3	<p>The Tenderer's response is detailed and meets expectations. Providing a comprehensive response indicating that the tenderer is able to meet that the tenderer is able to meet the completion of the project in a timely manner. The tender has provided a clear plan of project key milestones, and displays that acceptable controls are in place to ensure delays are mitigated against.</p> <p>The key people/ resource to be allocated to this project provide confidence that the project program will be resourced and managed to a good standard.</p>
Acceptable Response	2	<p>The Tenderer's response gives some confidence that the tenderer is able to meet the completion of the project in a sufficient timescale to an acceptable standard. The Tenderer has provided a plan of the project key milestones, and controls in place to mitigate delays.</p>
Limited Response	1	<p>The Tenderer's response gives a poor level of confidence that the tenderer has effectively planned the project and is capable of being able to meet the contract requirements.</p>
Deficient	0	Any aspect of the response gives major cause for concern

Creative Approach 5%

In this section please propose any alternative options/installation methods e.g. lifting methods that will offer efficiency, logistical and/or cost benefits to the trust, (without disruption to the operation of the hospital or delay to the project.) in line with the tender specification.

Advise how your proposal objectives can be met, explaining how any benefit from any suggested improvement could be quantified. Also if any additional value at no extra cost can be applied please give detail, explaining how this could be quantified.

Please upload the document with the filename 'Creative Approach'" in the Trust's eTendering system. Your response must be no more than 4 sides of A4 (minimum font size 11)

References to websites/appendices/ additional literature will not be acceptable, so therefore will not be scored.

Score	Points awarded	Scoring Guidance
Excellent Response	4	The Tenderer's response is excellent and exceeds expectations. Giving exceptional suggestion/s for improvement/s/added value with means of easily quantifying any benefit/s.
Comprehensive Response	3	The Tenderer's response is comprehensive providing suggestion/s for improvement/s/added value with means of quantifying any benefit/s.
Acceptable Response	2	The Tenderer's response offers some suggestion/s for improvement/s/added value.
Limited Response	1	The Tenderer's response gives a poor level of confidence that the tender can apply improvement/s/add additional value.
Deficient	0	Any aspect of the response gives major cause for concern

Capacity, Experience and Expertise: 10%

Please provide details of your organisation's relevant capability, experience and expertise to demonstrate how you will deliver the requirements of the contract to the standard required. Your response must be supported by examples of at least three similar contracts undertaken within the last three years complete with a reference and contact details. Details shall include the type of contract, a description of the contract works, contract value and the client.

The inclusion of contracts undertaken in an NHS or a hospital environment is welcomed although not essential. Being able to demonstrate your organisation's ability to work effectively and appropriately with minimum disruption to the working hospital environment is essential. It is especially important to be able to adapt working arrangements to accommodate the welfare of patients, visitors and staff where any impact may be expected.

Please upload the document with the filename "Capacity, Experience and Expertise" into the Trust's eTendering system. Your response must be no more than 6 sides of A4 (minimum font size 11).

References to websites/appendices/ additional literature will not be acceptable, so therefore will not be scored.

Score	Points awarded	Scoring Guidance
Excellent Response	4	The response contains a high standard of supporting evidence. Providing an excellent level of confidence that the tenderer will ensure the effective completion of the project with the minimum level of disruption to the working environment.
Comprehensive Response	3	The response is detailed and contains a good standard of supporting evidence. It meets expectations that the tenderer will ensure the completion of the project with a low level of disruption to the working environment.
Acceptable Response	2	The response gives acceptable confidence that the tenderer will complete the project with a low level of disruption to the working environment
Limited Response	1	The response gives a poor level of confidence that the tenderer will complete the project with a low level of disruption to the working environment.
Deficient	0	Any aspect of the response gives major cause for concern

Health and Safety Construction Phase Plan: 10%

Please provide a fully detailed Construction Phase Plan including how you will propose to deliver and install the Chiller safely describing how your organisation will meet the requirements of the "Construction (Design and Management) Regulations 2015". Please also provide site specific Risk Assessments and Method Statements for the work to be carried out.

Please upload the document with the filename "Health and Safety" in the Trust's eTendering system. Your response must be no more than 5 sides of A4 (minimum font size 11).

References to websites/appendices/ additional literature will not be acceptable, so therefore will not be scored.

Responses will be scored as follows:

Score	Points awarded	Scoring Guidance
Excellent Response	4	The Construction Phase Plan and site specific risk assessments are comprehensive and exceeds expectations. Giving an excellent level of confidence that the tenderer is able to meet the Health and Safety requirements of the project to a high standard.
Comprehensive Response	3	The Construction Phase and site specific risk assessments is detailed and meets expectations. The information provided evidences that the tenderer is able to meet the Health and Safety requirements for the project to a good standard.
Acceptable Response	2	The Construction Phase Plan and site, provides a specific risk assessment and give some confidence that the tenderer is able to meet the Health and Safety requirements for the project. Therefore it is an acceptable standard response.
Limited Response	1	The Construction Phase Plan and site specific risk assessments gives a poor level of confidence that the tenderer has effectively planned the project and is capable of being able to meet the Health and Safety requirements.
Deficient	0	Any aspect of the response gives major cause for concern

SCHEDULE G

PRICE SCHEDULE

For mandatory completion and return – please refer to the e-tendering portal within the commercial envelope, the price schedule is also uploaded as a separate downloadable document for ease of use

PRICE SCHEDULE

A pricing schedule has been uploaded onto the e-tendering portal within the commercial envelope for your completion

Final costs may be subject to an electronic reverse auction (e-auction). If an e-auction is used, your tendered cost will be your starting bid. Bids in any e-auction will be weighted according to your Technical Specification score.

The successful Supplier will be required to submit within 14 days of the notification of contract award a fully detailed Schedule of Rates.

It shall contain quantities and rates in accordance with the current Standard Method of Measurement as authorised by agreement between the Royal Institution of Chartered Surveyors and the National Federation of Building Trades Employers. It must include all items and materials included in the tender, together with their rates, extended and totalled. Preliminaries are to be separately priced. Such totals shall agree with the Contract Sum and sub-totals shall agree with the priced breakdown of the tender. Correction of errors in the quantification will not lead to adjustment of the Contract Sum.

SCHEDULE H

ADDITIONAL INFORMATION

(for mandatory completion and return – please refer to the qualifications envelope within the e-tendering portal additional information document is also uploaded as a separate downloadable document for ease of use)

ADDITIONAL INFORMATION

The additional information document has been uploaded onto the e-tendering portal for your completion

1. Company Information

1.1	Name of the organisation in whose name the tender would be submitted	
1.2	Contact name for enquiries about this bid	
1.3	Contact position (Job Title)	
1.4	Address including Post Code	
1.5	Telephone number	
1.6	Fax number	
1.7	Website address (if any)	
1.8	Company Registration number	
1.9	Charities or Housing Association or other Registration number (if this applies). Please specify registering body	
1.10	VAT Registration number	
1.11	Name of (ultimate) parent company (if this applies):	
1.12	Companies House Registration number of parent company (if this applies):	

2. CONTINGENCY PLANS & BUSINESS CONTINUITY

This is for information only. The Authority requires holding on file any contingency and business continuity plans of all of its suppliers. Where you do not have any formal contingency plans in place, you must agree to work with the Authority to produce these over the initial contract term to mitigate any risk which may occur and affect contract performance.

- 2.1** Please provide copies of what contingency plans your organisation has in place if any of the following incidents were to occur:
 - 2.1.1** Fire at your premises
 - 2.1.2** IT failure at your premises
 - 2.1.3** Industrial action by your staff
 - 2.1.4** National industrial action (e.g. the fuel dispute)
 - 2.1.5** Force majeure (e.g. Terrorism, Piracy, Extreme Weather, Grounded flights)

SCHEDULE I

FORM OF OFFER

(for mandatory completion and return – please refer to the qualifications envelope within the e-tendering portal form of offer document is also uploaded as a separate downloadable document for ease of use)

FORM OF OFFER

Please refer to the qualifications envelope to complete the form of offer

With reference to supply Jubilee Day Surgery Centre chiller replacement requirements to the Authority as described in Schedule B Invitation to Tender:

(the Offeror) of **[INSERT BIDDERS REGISTERED NAME HERE]**

AGREES

- 1.1.1 That this Offer and any Contracts arising from it shall be subject to the Conditions of Tender and the Specimen Contract (including its Terms and Conditions) issued with the Invitation to Tender; and
- 1.2 if its offer is accepted, to enter into the Contract with the Authority and thereafter to supply **works** in respect of which its offer is accepted to the exact quality, sort and price specified in the Price Schedule in such quantities, to such extent and at such times and locations as ordered; and
- 1.3 that this offer is made in good faith and that the Tenderer has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Tenderer certifies that it has not, and undertakes that it will not:
 - 1.3.1 communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the Tender, for insurance purposes or for a contract guarantee or bond;
 - 1.3.2 enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

Signed:

Print Name:

Title:

Company Name:

Date:

The Form of Offer must be signed by an authorised signatory. In the case of a partnership it must be signed by a partner for and on behalf of the firm, and in the case of a limited company by an officer duly authorised with the designation of the officer being stated.

SCHEDULE J

CERTIFICATE OF NON-CANVASSING

For mandatory completion and return – please refer to the qualifications envelope within the e-tendering portal - is also uploaded as a separate downloadable document for ease of use

CERTIFICATE OF NON CANVASSING

Please refer to the qualifications envelope to complete the certificate of non-canvassing

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer, Employee or Agent of the Countess of Chester Hospital NHS Foundation Trust in connection with the award of this Tender or any other Tender or proposed Tender for the services and that no person employed by me/us or acting on my/our behalf has committed any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any Member, Officer, Employee or Agent of Countess of Chester Hospital NHS Foundation Trust in connection with the award of this or any other Tender or proposed Tender for the provision of services and that no person employed by me/us or acting on my/our behalf will commit any such act.

Signed:

Print Name:

Title:

Company Name:

Date:

Appendix 1

Prerequisites

The Completed Document must be uploaded into the e-tendering system within the qualification envelope (appendix 1 is also uploaded as a separate downloadable document for ease of use)

Supplier information

1 Bidding model (for information only)	
Please respond Yes or No in the relevant box to indicate whether you are:-	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself.	Yes or No
b) Bidding as a Prime Contractor and will use third parties to deliver some of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	Yes or No
If you have responded Yes to b) you may upload an attachment here providing the details requested	Attachment
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services. If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	Yes or No
If you have responded Yes to c) you may upload an attachment here providing the details requested	Attachment
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority 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.	Yes or No Consortium members Lead member

If you have responded Yes to d) you may upload an attachment here providing the details requested.	Attachment
<p>e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.</p>	<p>Yes or No</p> <p>Consortium members</p> <p>Current lead member</p> <p>Name of Special Purpose Vehicle</p>
If you have responded Yes to e) you may upload an attachment here providing the details requested.	Attachment

FINANCIAL VIABILITY

2. TENDERER'S ECONOMIC AND FINANCIAL STANDING (IN/OUT)

Tenderers are required to upload a copy of their Dun & Bradstreet (D&B) Comprehensive Report (or equivalent from another rating agency) which includes the rating for financial strength and risk of business failure. **This is a mandatory requirement.** Tenderers may be charged a fee by Dun and Bradstreet (or equivalent rating agencies) for obtaining this report.

The report will be used by the Trust to determine whether there is any evidence indicating a moderate or high risk to the Trust that the Tenderer will be unable to provide the services required over the period of the contract.

If any Tenderer is assessed as high risk, the Trust reserves the right to eliminate the Tenderer from further stages of the procurement process.

Economic and financial standing will be scored as follows:

Report shows that the organisation is stable with a low or very low risk of failure.	IN
Responses show that the organisation has some instability with a high risk of failure.	OUT

Banking Facilities and Loan Agreements

Have you met the terms of your banking facilities and loan agreements (if any) during the past year?	YES or NO
--	-----------

Banking facilities and loan agreements is scored as follows:

Tenderer has confirmed that they have met the terms of its banking facilities and loan agreements (if any) during the past year	IN
Tenderer has not confirmed that they have met the terms of its banking facilities and loan agreements (if any) during the past year	OUT

Obligations to Pay Creditors

Have you met all your obligations to pay creditors and staff during the past year?	YES or NO
--	-----------

Obligations to pay creditors and staff is scored as follows:

Tenderer has confirmed that all its obligations to pay creditors and staff during the past year have been met.	IN
Tenderer has not confirmed that all its obligations to pay creditors and staff during the past year have been met.	OUT

3. Additional ITT 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 note: if your evidence demonstrates that you are not able to meet any of the requirements, your bid will be considered non-compliant and excluded from the process

MANDATORY REQUIREMENTS

Tenderers must answer questions **M01-M09** below. If a Tenderer scores an 'OUT' in any of these criteria they will not be taken forward to further stages of the evaluation.

M01 SCOPE OF REQUIREMENTS (IN/OUT)

Please confirm by answering YES or NO that your organisation has the experience, capability and capacity to undertake the full scope of requirements outlined in the Specification of Requirements.

Do you confirm that your organisation can undertake the full scope of requirements outlined in the Specification of Requirements (using subcontractors if necessary)?	YES or NO
---	-----------

M01 will be scored as follows:

Tenderer has confirmed that can undertake the full scope of requirements within the Specification of Requirements.	IN
Tenderer has not confirmed that they can undertake the full scope of requirements within the Specification of Requirements.	OUT

M02. SCHEDULE OF RATES (IN/OUT)

Please confirm by answering YES or NO that you are prepared to submit within 14 days of the notification of contract award a fully detailed Schedule of Rates as described in Schedule G.

Are you able to confirm that you are prepared to submit within 14 days of the notification of contract award a fully detailed Schedule of Rates?	YES or NO
--	-----------

M02 will be scored as follows:

Tenderer has confirmed that they are prepared to submit within 14 days of the notification of contract award a fully detailed Schedule of Rates.	IN
--	----

Tenderer has not confirmed that they are prepared to submit within 14 days of the notification of contract award a fully detailed Schedule of Rates.	OUT
--	-----

M03. ACCEPTANCE OF NHS TERMS AND CONDITIONS (IN/OUT)

Please confirm by answering YES or NO that your organisation agrees to carry out all contracts and / or other awards of business resulting from this procurement exercise in accordance with the NHS Terms and Conditions for the supply of services (contract version – December 2016) and the terms and conditions as described in MF/1 Revision 6 Contract 2014.

Does your organisation agree to carry out all contracts and / or other awards of business resulting from this procurement exercise in accordance with the NHS Terms and Conditions for the supply of services (contract version) and the terms and conditions as described in MF-1 Revision 6 Contract 2014	YES or NO
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M03 will be scored as follows:

Tenderer has agreed to carry out all contracts and / or other awards of business resulting from this procurement exercise in accordance with the NHS Terms and Conditions for the supply of service (contract version) and the terms and conditions as described in MF-1 Revision 6 Contract 2014	IN
Tenderer has not agreed to carry out all contracts and / or other awards of business resulting from this procurement exercise in accordance with the NHS Terms and Conditions for the supply of service (contract version) the terms and conditions as described in MF-1 Revision 6 Contract 2014.	OUT

M04 – Insurance

1	<p>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:</p> <p>Employer's (Compulsory) Liability Insurance = £5 Million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum.</p> <p>Please note this requirement is not applicable to Sole Traders.</p>	Yes	No
	Public Liability Insurance = £5 Million	Yes	No
	Professional Insurance = £5 Million	Yes	No
	Product Liability Insurance = £5 million	Yes	No

M04 will be scored as follows:

Tenderer has confirmed that they already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated.	IN
Tenderer has not confirmed that they already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated.	OUT

M05 – Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation for the country in which 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 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 reoccurring		
	You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.		
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
	You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.		

M06 - 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 local authority)?	Yes	No
	If your answer to the this question is "Yes", please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.		
The Authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.			
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

M07 - Health and Safety

1	Please confirm that your organisation has a Health and Safety Policy that complies with current legislative requirements.	Yes	No
	Can you please confirm that you are able to provide site specific Risk Assessments and Method Statements for the work that is to be carried out?	Yes	No
2	Has your organisation or any of its Directors or Executive Officers been served with any of the following enforcement Notices from the Health & Safety Executive (HSE) in the last 3 years?	Yes	No
	Improvement Notice	Yes	No
	Prohibition Notice	Yes	No
	Fees for Intervention	Yes	No
	If your answer to this question was "Yes", please provide details in a separate Appendix of any enforcement/ remedial orders served and give details of any remedial action or changes to procedures you have made as a result		
The Authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches			
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
	Do you use a Sub-Contractor pro-forma for checking the competence and suitability of the company to work safely?	Yes	No
	If No, how would you check their competency?		
The Authority prefers bidder(s) that have CHAS accreditation (The Contractors Health and Safety Assessment Scheme)			

<http://www.chas.co.uk/> (as a minimum) or equivalent/exceeding accreditations/standards.

If you are registered / accredited by CHAS please give current details

Date of Accreditation :

Registration Number :

4 Can you confirm that you as the Contractor can provide evidence of compliance with CHAS registration/accreditation?	Yes	No
The Authority prefers any Contractor to be registered with Reset https://www.rcscard.co.uk/ prior to any works.		
5 Can you confirm that you as the Contractor are in agreement that the above registration will be actioned prior to any works?	Yes	No

M08 – Defects Liability

Can you confirm that you as a contractor agree to 12 months maintenance defects liability period and retention of 5% of the contract price?	Yes	No
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M09 – 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 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 Authority 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.

Appendix 1 Completed by		
8.1	Name	
8.2	Role in organisation	
8.3	Date	
8.4	Signature	