**Invitation to Tender**

**for**

**Cladding Replacement & Fire Barrier Upgrade**

**At**

Crocodile Court

209 Alma Street

Newtown

Birmingham

West Midlands

B19 2AG

Tender Ref Croc 2017-10



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# 1. Introduction

Midland Heart is classed as a body governed by public law for the purposes of its procurement activity. This means that we are required to abide by the EC treaty principles ensuring fairness, openness, transparency and competition but also the Public Contracts Regulations 2015 where we exceed the European Procurement Threshold.

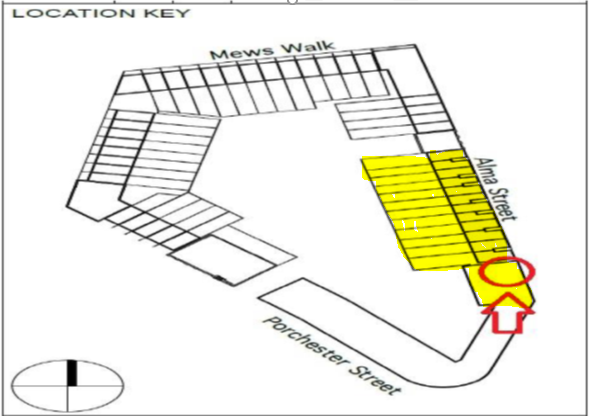
This procurement activity is not anticipated to exceed the European Procurement Threshold. We are therefore inviting quotes to ensure that we achieve best value for money and meet the requirements of the EC treaty. We do however anticipate that these works will require the notification of a construction project to the Health & Safety Executive under the requirements of the Construction (Design and Management) Regulations 2015.

In order to assist you with your quotation you will find information relating to Midland Heart, its values, mission and customers on its website here - <http://www.midlandheart.org.uk/about-us/what-we-do/> and more widely in the about us section.

Recent inspections at Midland Heart’s Crocodile Works, Alma Street, Birmingham identified areas of concern with the cladding in the areas identified in fig 1 (highlighted yellow). The cladding installed in this area has been tested and confirmed as Category 3 meaning that the cladding has no flame retardant properties. Midland Heart plans to replace this cladding with a Category 1 type material of limited combustibility in a colour to match existing. The scope and pricing matrix being provided in this invitation to tender document.

Other areas of concern were identified with the fire and cavity barriers in the area identified on the junction of the 1st and 2nd floor apartments (in-line with 2nd floor construction level), on the junction between apartments and adjacent townhouse and on the junction between apartments on the 1st floor. Marked with red circle & arrow in fig 1. Midland Heart plans to upgrade the fire and cavity barriers in this area in order to meet the requirements of the Building Regulations 2010, Part B, Volume 2 and the best practice guide of The Association for Specialist Fire Protection (Fire stopping & penetration seals for the construction industry) Red Book. The scope for upgrading and pricing these works is provided in this invitation to tender document.

Midland Heart also plans to engage the services of a fire specialist / consultant to verify compliance of the fire and cavity barriers in the area’s where the cladding has not been removed and the integrity of the fire and cavity barriers not been confirmed. This service falls outside the scope of this tender, this work will be undertaken by others at the same time as the cladding is being replaced. Where non-compliance with the Building Regulations 2010, Part B, Volume 2 and the best practice guide of The Association for Specialist Fire Protection (Fire stopping & penetration seals for the construction industry) are identified full costs to upgrade the fire and cavity barriers should be provided within this tender return. Any upgrade work to the fire and cavity barriers will be undertaken at the same time as the works to replace the cladding. Due to the nature of this work and the unknown quantities, it is planned to re-measure this element of the works completed against the schedule of rates detailed in the tender submission. This will enable a full and accurate bill of quantities that accurately reflects the works carried out.



# 2. Procurement Timetable

The timescales for this Procurement are set out below

|  |  |  |
| --- | --- | --- |
| **Activity** | **Start Date** | **Finish Date** |
| Opportunity Advertised & ITT issued to suppliers | 10/10/2017 | 16/10/2017 |
| Site visit | 16/10/2017 | 28/10/2017 |
| Suppliers must submit questions and comments regarding quotation document by | 17/10/2017 | 28/10/2017 |
| MIDLAND HEART responds to questions and comments to all suppliers | 30/10/2017 | 03/11/2017 |
| Quotations returned by | 06/11/2017 | 10/11/2017 |
| Evaluations take place and shortlisting to final stage | 13/11/2017 | 17/11/2017 |
| Recommendation to Director for approval | 20/11/2017 | 25/11/2017 |
| Contract signing | 27/11/2017 | 08/12/2017 |
| Mobilisation Period | 22/01/2018 | 29/01/2018 |
| Contract to start | 29/01/2018 | 16/04/2018 |

# 3. Contract Duration

It is expected that the contract works will be completed within 15 weeks of the contracted works start date, subject to agreement with the successful bidder.

# 4. Quotation Process

**4.1 Response/Return of Quotation**

Suppliers are requested to return their quotation responses via post using the quotation return label available in Appendix 5 by the deadline specified in this document.

This enables us to ensure fair treatment of all suppliers by sharing information at the same time with all potential suppliers and coordinating responses in a fair and transparent manner.

Midland Heart may either waive or insist on strict compliance with any requirement set out within this quotation. We also reserve the right not to contract or contract only in part with any applicant.

4.2 Applicants:

* Shall either destroy or return all documentation related to the quotation process if Midland Heart so directs
* Shall ensure that quotations are both technically and arithmetically correct. Should Midland Heart discover any arithmetical errors in the Applicant’s tender prices then these shall be pointed out to the Applicant who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of Midland Heart.
* Shall not alter the quotation documents. Quotation proposals will be deemed to comply entirely with the terms stated therein unless the Applicant states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected.
* Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included.

4.3 Waivers

The information supplied within this quotation and accompanying documents reflects Midland Heart’s current view of the services required. Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This quotation is issued on the basis that:

* Midland Heart does not accept any liability, responsibility or duty of care to any supplier for the adequacy, accuracy or completeness of this quotation or for anything said or done in relation to the procurement to which this quotation relates;
* Midland Heart does not make any (express or implied) representation or warranty either about the information contained in this quotation or on which it is based, or about any written or oral information that may be made available to any applicant;
* Nothing contained in this quotation constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
* Neither this quotation nor any information supplied by Midland Heart should be relied on as a promise or representation as to its future requirements;
* This quotation is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

**4.4 Questions**

If you have any specific questions concerning this document or the process for submission of your proposal, then please send an email to the following email address [gary.dulson@midlandheart.org.uk](mailto:gary.dulson@midlandheart.org.uk)

**4.5 Collusive Bidding**

Collusive bidding is **not** accepted by Midland Heart. Any supplier that is found by Midland Heart to be circumventing rules or the law during this quotation process will automatically be disqualified from the process.

This applies to any bidder who:

1. Fixes or adjusts the amount of his bid by or in accordance with any agreement or arrangement with any other person; or
2. Communicates to any person other than Midland Heart the amount or approximate amount of his proposal (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for instance); or
3. Enters into any agreement or arrangement with any other person\* that he shall refrain from bidding or as to the amount of any bid to be submitted; or
4. Offers or agrees to pay or give, or does pay or gives 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 in relation to any offer or proposed offer for the goods or services or any act or omission will be disqualified (without prejudice to any other civil remedies available to Midland Heart and without prejudice to any criminal liability which such conduct by a bidder may attract).

* Sub-contracting is permissible where the bidder believes that this will enhance their proposal, however this must be clearly stated and you should note Section 4.8.

**4.6 TUPE**

Midland Heart expects that TUPE **will** **not** apply to this contract.

**4.7 Bribery**

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

**4.8 Subcontracting**

Suppliers who are intending to subcontract parts of the Contract are encouraged to use the following website (if the requirement is in Birmingham)to make opportunities available to local suppliers where possible. <http://www.finditinbirmingham.com/> The use of subcontractors should be approved by Midland Heart before they are employed.

**4.9 Form of Contract**

JCT Minor Works Building Contract (MW 2011) with attached Schedule of Amendments.

**5. Pricing Schedule**

See appendix 5

**6. Specification**

See appendix 5

# 7. Award Criteria & Scoring Principles

## 7.1 Award Criteria

The Contract will be awarded on the basis of the following weighted award criteria:

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| **Conformance to Specification**  Submissions which do not, in the opinion of Midland Heart, adequately meet the Performance Specification will not be marked for the Technical Merit and Price Criteria outlined below and will not be taken forward to any subsequent stages of the quotation evaluation. | **PASS/FAIL** |
| **Completion and return of the Contractor Duty Form (E&D & safeguarding requirements)** | **PASS/FAIL** |
| **Signing of the Contract Terms and Conditions document** | **PASS/FAIL** |
| **Probity Information (Appendix 4)** | **PASS/FAIL** |
| **Price** | **40%** |
| **Quality** | **60%** |
| **TOTAL** | **100%** |

**7.2 Quality**

The purpose of the quality evaluation is to identify the technical, aesthetic and functional characteristics including social, environmental and innovative features that most meet Midland Hearts specification needs. In addition it enables us to assess the qualification and experience of the staff assigned to performing the contract.

For this quotation the quality criteria is made up of the following sub-criteria:

|  |  |  |
| --- | --- | --- |
| **1** | **Quality and suitability of Risk Assessment** | **10%** |
| **2** | **Quality and suitability of Method Statement** | **10%** |
| **3** | **Suitability of your management of health, safety and welfare** | **10%** |
| **4** | **Resource, technical capability and evidence of management & site supervision structure** | **20%** |
| **5** | **Examples of works completed of similar size and specification** | **10%** |

The full details of the quality questions and return template can be found in Appendix 3.

**7.3 Product Demonstration / Trial**

No product demonstration/trial is required.

**7.4 Price**

The Price criteria carries a weighting of 40% of the overall achievable score. The supplier must provide an economically sound, innovative and commercially attractive proposal offering excellent customer service and satisfaction.

Please see Appendix 5 Pricing Schedule to be completed and returned by all suppliers.

A price score shall be calculated for each supplier by reference to the lowest quote, which is given a points score of 40 x 10. The following formula will be used to calculate the score for the remaining quotes.

500 x (a / b) = score

**where -**

**a =** price of lowest supplier

**b =** price of quote being evaluated

Prices submitted must remain open for acceptance for a **minimum of 120 days** from the closing date for the receipt of offers.

Prices must be exclusive of **VAT**. Please see appendix 5 for pricing schedule that should be completed and returned as part of your tender response.

The contract price will be **fixed** for the duration of the contract, however due to the nature of the works a re-measure against the rates provided will be undertaken by the client nominated QS.

**7.5 Site Inspection / Survey day**

Any suppliers intending to provide a quotation for these works will be invited to a site survey day between 16/10/2017 & 28/10/2017

## 7.6 Scoring Principles

Submitted quotes will be assessed against the above criteria and scored using the following point’s system:

|  |  |
| --- | --- |
| **Key** | **Guidance** |
| **0** | * No response to the question and/or; * The response is highly inaccurate and/or; * Complete lack in suppliers ability to deliver requirement(s) |
| **1** | * Limited response provided failing to demonstrate how the requirement(s) will be met and/or; * Response provided is partially inadequate, inaccurate or misleading and/or; * Have concerns that supplier’s approach will not meet the majority of requirement(s) |
| **2** | * Response submitted is missing detail, accuracy and/or relevance in some areas and/or; * Some reservations as to whether the suppliers approach will fully meet the service requirements but these are not considered to be substantive. |
| **3** | * Supplier has provided a strong methodology addressing the key points listed in sufficient detail and/or; * Provides confidence that the supplier can meet most of the requirement(s) in full and/or; * Demonstrates a very good understanding of the requirement(s) with limited gaps in understanding |
| **4** | * Response is comprehensive and clearly demonstrates the supplier is capable of meeting all of the requirement(s) and/or; * All key points addressed and/or; * Demonstrated a very thorough understanding of the requirements and the proposed approach |

## 7.7 Documents for return

Suppliers are advised that it is **compulsory** to complete and return all of the following documents. Failure to do so will mean that your tender is not considered.

1. **Completion of Tenderer Declaration (Appendix 1)**
2. **Completion of the Pricing Schedule (Appendix 5)**
3. **Completion of Quality Questions Response Template (Appendix 2)**
4. **Completion of Probity Information (Appendix 3)**

## Appendix 1. Declaration by Supplier

1. I, *………………………………………………..* , certify that I am the person duly authorised to sign quotations for and on behalf of *………………………………………………………………,* the supplier, and having read the documents, offer to supply the goods, services or works:

* as set out in the quotation, the specification and accompanying quotation documents, samples and/or drawings.
* under the terms and conditions indicated
* at the price (or prices) specified in the attached quotation documentation.

2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the quotation, or any Contract resulting from this quotation, shall not be applicable to this quotation or agreement.

3. I certify that this is a bona fide quotation and that I have not fixed or adjusted the amount of the quotation by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the quotation, any of the following acts:

* Communicate to a person other than Midland Heart, the amount or approximate amount of the proposed quotation, except where the disclosure, in confidence, of the approximate amount of the quotation was necessary to obtain insurance premium quotations required for the preparation of the quotation
* Enter into an agreement or arrangement with any other person that he/she will refrain from quoting or to the amount of any quotation to be submitted
* Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any quotation or proposed quotation, for the said work, any act or thing of the sort described above.

4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the quotation and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.

5. I understand that Midland Heart reserves the right, unless the supplier stipulates to the contrary in the quotation, to accept such portion thereof as Midland Heart may decide. Midland Heart is not bound to accept the lowest or any quotation.

6. I have obeyed the rules regarding confidentiality of quotations and will continue to do so as long as they apply.

7. I can confirm that I accept that any breach of any of the conditions could lead to any quotation being rejected or to the rescission of the Contract by Midland Heart.

|  |  |
| --- | --- |
| Authorised Signatory |  |
| Date |  |
| Name in BLOCK CAPITALS |  |
| Job Title |  |
| Telephone Number |  |
| E-mail address |  |

Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time. Use the checklist to ensure that you have submitted the relevant documents.

## Appendix 2. Quality Questions Response Template

The response field should be extended as required and any supplementary documents should be marked to reference the relative question. The word count for each question should be limited to that identified against each question.

1. Please provide risk assessments for the works identified at Crocodile Court. This should include all risks identified, compliance with the CDM Regulations 2015 and the control measures your organisation will deploy to reduce and where practicable eliminate the identified risks.

Maximum 1500 words (guidance only) (9%)

Response:

2. Please provide a method statement for all works to be undertaken at Crocodile Court.

* The methods you will use to deliver Midland Hearts specification
* Your management and supervision structure
* If you propose to use sub-contractors, if yes how are they vetted
* Contract mobilisation times from the Contract start date
* How will you ensure that your operatives are easily identifiable to our customers when working on sites? Please include details of any dress code, uniforms or identification that your staff would wear whilst on site and how this is enforced?
* Implementation programme, identifying critical milestones
* How you engage with your suppliers (eg. for equipment, support services, temporary staff etc.)
* How you will deal with possible ‘No Access’ issues to common parts
* Removal of waste from sites and environnemental procedures – eg. recycling, carbon reduction etc.
* Any other relevant information

Maximum 1500 words (9%)

Response:

3. Please evidence how you will manage the Health, Safety and Welfare of your employees, contractors and individuals not directly or indirectly employed by yourselves whilst undertaking the works at Crocodile Court?

Maximum 1500 words (9%)

Response:

4. Please evidence that you possess the necessary human and technical resources and experience to perform the works identified at Crocodile works, including the management structure, you would deploy to supervise the works. Please outline their skills and experience. Copies of their respective CVs would be advantageous.

Maximum 2000 words (14%)

Response:

Response:

5. Please give at least two examples of work you have undertaken works similar in nature and specification to that identified in this tender.

Maximum 1500 words (9%)

## Appendix 3. Probity Information

Please provide the following information. These questions have been designed to evaluate your tender in line with the criteria being used for the Tender Assessment.

**A. Tender Contact Details**

|  |  |
| --- | --- |
| Organisation name: |  |
| Postal address: |  |
| Contact name: |  |
| Telephone no: |  |
| Email address: |  |

The above person will be used by Midland Heart as the principal point of contact for all correspondence regarding this Invitation to Tender.

**B. Declaration form**

**Probity Statement**

**Please confirm that you are able to respond no to all of the below questions and sign and date at the bottom as confirmation**. **(MH reserves the right to check any of this information if the supplier is awarded the contract prior to contract signature)**

"You will be excluded from working with Midland Heart if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to the question 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 an attachment. You may contact MH for advice before completing this form."

Grounds for mandatory exclusion - Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control

* been convicted of conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/ JHA on the fight against organised crime;
* been convicted of 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;"
* been convicted of the common law offence of bribery
* been convicted of 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."
* been convicted of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

(i) The offence of cheating the Revenue

(ii) The offence of conspiracy to defraud

(iii) Fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978"

(iv) Fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006

(ix) The possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act

(v) Fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994

(vi) An offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969

(viii) Fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006

* been convicted of any offence listed (i) in section 41 of the Counter Terrorism Act 2008;
* been convicted of any offence listed (ii) In Schedule 2 to that Act where the court has determined that there is a terrorist connection
* been convicted of any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f)
* been convicted of money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
* been convicted of an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
* been convicted of an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004
* been convicted of an offence under section 59A of the Sexual Offences Act 2003
* been convicted of an offence under section 71 of the Coroners and Justice Act 2009
* been convicted of 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;
* been convicted of any other offence within the meaning of Article 57(1) of the Public Contracts Directive as defined by the law of any jurisdiction outside England and Wales and Northern Ireland;
* been convicted of any other offence within the meaning of Article 57(1) of the Public Contracts Directive created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.
* 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?

Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation:

* 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 the Public Contracts Directive as amended from time to time;"
* Your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;"
* Your organisation is guilty of grave professional misconduct, which renders its integrity questionable;"
* Your organisation has entered into agreements with other economic operators aimed at distorting competition;"
* 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;"
* 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;"
* 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;"
* Your organisation has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria"
* Your organisation has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015"
* Your organisation unduly influence the decision-making process of the contracting authority,"
* Your organisation obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure"
* Your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award."

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

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix.

Terms and conditions of work will be as per Midland Hearts standard services terms available on Midland Hearts website.

**Name : Date:**

**Signature :**

**Please sign to confirm the following:**

**Health & Safety**

Your organisation has a Health and Safety Policy that complies with current legislative requirements.

Your organisation or any of its Directors or Executive Officers has not been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.

If you use sub-contractors, that you have processes in place to check whether any of the above circumstances apply to these other organisations.

**Modern Slavery Act**

Your organisation and its subcontractors comply with the requirements of the Modern Slavery Act 2015.

**Name:………………………………………………. Date:………………………………….**

**Signature:…………………………………………**

**Conflicts of Interest**

Please declare any potential conflicts of interest you may have with Midland Heart this should include but not be limited to any relationships with employees, customers or tenants.

**C. Financial Standing (pass/fail)**

The supplier’s turnover **must be** at least two times greater than the anticipated annual contract value to be considered for this procurement. The anticipated contract value is £150k per annum.

Please confirm what your turnover is in your most recent accounts and attach a copy of these accounts to your bid.

Turnover: £………………………

**D. Insurance**

Suppliers will be required to maintain the following levels of insurance for the whole Contract duration should they be successful in this quotation:

Product Liability £10 million plus

Public Liability £10 million plus

Employers Liability £5 million plus

Please confirm that you will ensure that these levels of insurance are in place

**YES/NO**

**Please include copies of your Insurance Certificates with your submission.**

**E. Conflicts of Interest**

Please declare any potential conflicts of interest you may have with Midland Heart this should include but not be limited to any relationships with employees, customers or tenants.

**F. References**

Please provide references for two contracts delivered in the last three years, the reference is to consist of a statement from the Client confirming satisfactory delivery of a contract similar to that which you are bidding for and the Contact Name and details of the referee. Midland Heart reserves the right to contact any or all of these companies and may wish to confirm these references. If 2 references are not provided with the contact details this will be a fail. If Midland Heart contacts the referees and they do not validate the statement that was provided this will be a fail.

# 

**Appendix 4**

When returning your quotation document please attach this quotation return label to the front of the envelope (for use where the quotation process is not being carried out via our e-procurement system).



**Appendix 5**

**Pricing Schedule & Specification**

**Appendix 6.**

**Schedule of Amendments to the JCT Minor Works Contract**