



DECEMBER 2016

**WORKS
AT
8 STATION ROAD NORTH, EGHAM, TW12 9LE**

INVITATION TO TENDER

THE INVITATION TO TENDER (ITT)

The ITT is to be completed and submitted electronically using the SE Shared Services Procurement e-Sourcing portal.

<http://www.sesharedservices.org.uk/esourcing>

The SE Shared Services e-Sourcing portal provides a web-based tool that enable The Council and Potential Bidders to conduct the strategic activities of the procurement lifecycle over the internet. It provides a simple, secure and efficient means for managing tendering and quotation activities reducing the time and effort required for both buyers and Potential Bidders.

Before completing this ITT, Potential Providers/Suppliers should ensure that the email address that they have used to register will be checked regularly as the e-Sourcing system will generate automatic notifications to this email address when there are updates, changes or messages sent in the project. Potential Bidders should also check that their organisation details are correct and up to date.

CONTENTS

CLAUSES

		Pages
1	Introduction and Background	1-4
2	Tender Timetable	4-6
3	Tender Completion Information	6-12
4	Tender Evaluation Model	12-15
5	Quality Questions	16

SCHEDULES

		Pages
1	Draft JCT Minor Works Building Contract with Contractor's Design (MWD) 2011 Edition	17-67
2	Workmanship Clauses	68-199
3	Drawings / Site Plans	200-207
4	Pricing Schedules: <ul style="list-style-type: none">▪ Schedule of Works;▪ Preliminaries;▪ Provisional Sums;▪ Tender Summary.	208-223
5	Selection Questionnaire	224-243
6	Preliminaries	244-308
7	Applicable Policies	309
8	Commercially Sensitive Information	310
9	Deed of Guarantee	311
10	Form of Tender	312
11	Non-Collusive Tendering Certificate	313

NAME OF AUTHORITY: RUNNYMEDE BOROUGH COUNCIL
TENDER FOR: WORKS AT 8 STATION ROAD NORTH, EGHAM, TW12 9LE
OJEU NUMBER: NOT APPLICABLE - BELOW THRESHOLD PROCUREMENT
TENDER RETURN DATE AND TIME (DEADLINE): 09.01.2017 at 4:00 PM

1. INTRODUCTION AND BACKGROUND

1.1 Contents of the ITT

This invitation to tender (**ITT**) comprises:

- Tender Completion Requirements, Tender Evaluation Model, Quality Questions.
- Draft JCT Minor Works Building Contract with Contractor's Design (MWD) 2011 Edition and Schedules.
- Workmanship Clauses.
- Drawings.
- Pricing Schedules: Schedule of Works, Preliminaries, Provisional Sums and Tender Summary.
- Selection Questionnaire.
- Site Plans.
- Applicable Policies.
- Draft Commercially Sensitive Information Sheet.
- Draft Deed of Guarantee.
- Draft Form of Tender.
- Draft Non-Collusive Tendering Certificate.

1.2 Introduction to the Authority

The Authority is conducting the procurement using the below threshold open procedure for the purpose of procuring the Works described in the Priced Schedules / Preliminaries.

This ITT contains information about the procurement process, the Works, and assessment questions for Tenderers to complete. Each Tenderer's response

(Tender) should be detailed enough to allow the Authority to make an informed selection of the most appropriate solution.

Originally created as Runnymede District Council, it was granted the status of a Borough by Royal Charter in 1978. Although it only has a population of 80,510 (Census, 2011), its name has a worldwide resonance because the Magna Carta Charter was sealed here in 1215 on "the water meadows between Staines and Windsor". The Borough's crest picks up the themes of the great charter - the Crown, the Church represented through Chertsey Abbey, the Royal swans, the green of the meadows and the blue of the River. They are brought together in the Borough's motto, "In Freedom, We Serve". Runnymede includes the towns and villages of Addlestone, Chertsey, Egham, Englefield Green, Longcross, Lyne, New Haw, Ottershaw, Row Town, Thorpe, Virginia Water and Woodham.

Runnymede Borough Council's principal aim is enhance the quality of life for residents and provide an attractive environment for businesses and visitors. To achieve this aim, the Council and its partners will focus on shaping a Runnymede of healthier, safer and more prosperous communities.

Runnymede Borough Council spends over £16,000,000 each year on goods, works and services supplied by private sector companies and organisations. This procurement activity varies from small one-off purchases to large works or service contracts.

A key principle for the authority is to develop a mixed economy of suppliers and promote partnering arrangements. We are keen to develop participation by small firms and the voluntary and community sectors, and to work with suppliers to deliver community benefits in a way that is consistent with best value and in compliance with procurement law.

1.3 **Scope of the Project**

The Works are for the refurbishment of a Grade II Listed building with associated demolition, alteration and external works.

The Works consist of the refurbishment of the small detached building to provide suitable office accommodation at 8 Station Road North, Egham, TW12 9LE. The Works include the demolition of the single storey timber clad extension, renewal of the flat roof coverings and flashings, repairs to the pitch roof coverings, windows, doors, overhaul of sanitaryware, electrical, heating and plumbing services, decorations, hard landscaping and fencing to provide provision for a limited parking facility.

Contractor's Designed Portion includes the design and construction of any works associated with the mechanical and electrical requirements for the Works.

1.4 **Contract Term**

The Authority proposes to enter into one Contract for a maximum period of 8 weeks with the successful Tenderer (**Service Provider**).

The anticipated service commencement date is 01.03.2017.

1.5 **Purpose and scope of this ITT**

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

1.6 **Clarifications about the Services or ITT**

Any clarifications relating to this ITT must be submitted through the e-tendering portal.

The Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal (**Clarifications Log**). If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2.

Tenderers are advised not to rely on communications from the Authority in respect of the Services or ITT unless they are made in accordance with these instructions.

1.7 **E-Tendering Portal Technical Queries**

For technical support or assistance in using the SE Shared Services portal please contact the In-Tend helpdesk:

Tel: 0845 557 8079

Email: support@in-tend.com

If you have registered but are unable to log into the SE Shared Services e-Sourcing portal please call our login support line:

Tel: 0300 200 1011

Email: myhelpdeskfinance@surreycc.gov.uk

And there are online video tutorials as well as flowcharts to help you through every aspect of using the portal. Just click on the Help button and it will direct you to where you need to be.

1.8 **Clarifications about the contents of the Tenders**

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

2. **TENDER TIMETABLE**

2.1 **Key dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally. The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Deadline for receipt of clarifications	19.12.16
Target date for responses to clarifications	22.12.16

Notification of Reference Site Visits and	09.12.16
Deadline for receipt of Tenders	09.01.17 at 4:00 PM
Reference site visits	19.12.16
Evaluation of Tenders	09.01.17 – 16.01.17
Notification of contract award decision	23.02.17
Confirm contract award	24.02.17
Anticipated contract start and start of mobilisation period	Start – 01.03.2017 Mobilisation – 25.02.2017

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

2.2 **Deadline for receipt of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline.

Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

2.3 **References**

Tenderers are requested to supply 3 references within the Selection Questionnaire. References will be used to verify the technical proposals put forward in the Tender and will not be scored.

The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees.

2.4 **Contract Award**

The Authority may award the Contract on the basis of a Tender submitted in accordance with the instructions below.

Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained no Contract will be entered into.

Once the Authority has reached a decision in respect of a contract award, it will notify all bidders of that decision before entering into any Contract.

2.5 **Debrief**

The contract award notification will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

3. **TENDER COMPLETION INFORMATION**

3.1 **Formalities**

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline. Full instructions on submitting tenders are available at <http://www.sesharedservices.org.uk/esourcing>.

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender must be uniquely named or referenced.
- A table of contents must be provided.
- The Tender must be fully cross-referenced.

- A list of supporting material must be supplied.
- Tenderers should use Arial Font Size 12.
- Line spacing must be 1.5 or more.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender (Schedule 10).

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

3.2 **Submission of Tenders**

Each Tenderer:

- Must submit one Tender.

The Tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Authority in its own right.

3.3 **Contract terms**

The Draft JCT Minor Works Building Contract with Contractor's Design (MWD) 2011 Edition that the Authority proposes to use is attached at Schedule 1. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.6 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.4 **Documents forming the Contract**

The following documents shall form part of the Contract between the Authority and the Service Provider(s):

- Completed JCT Minor Works Building Contract with Contractor's Design (MWD) 2011 Edition and Schedules.
- Completed Pricing Schedules: Schedule of Works, Preliminaries, Provisional Sums and Tender Summary (as completed by the successful Tenderer).
- Schedule of Works.
- Preliminaries.
- Drawings / Site Plans.
- Applicable Policies.
- Responses to Selection Questionnaire (as completed by the Service Provider).
- Responses to the Quality Questions (as completed by the Service Provider).
- Completed Commercially Sensitive Information Sheet (as completed by the successful Tenderer).
- Completed Deed of Guarantee (as completed by the successful Tenderer).
- Completed Form of Tender (as completed by the successful Tenderer).
- Completed Non-Collusive Tendering Certificate (as completed by the successful Tenderer).

3.5 **Consortia and subcontractors**

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

3.6 **Warnings and disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

3.7 **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer

and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Authority shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer's competitive edge, has been clearly identified to the Authority in the template provided at Schedule 8.

3.8 **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

3.9 **Tenderer conduct and conflicts of interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or

valuable consideration to any person to effect changes to the form or content of any other Tender.

- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

3.10 **Authority's rights**

The Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the Selection Questionnaire or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

3.11 **Bid costs**

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

3.12 **Guarantees**

Recipients of this ITT will note that Schedule 09 is a form of deed of guarantee. The Authority may have qualified the Tenderers on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Authority may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract. This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Authority will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

4. **TENDER EVALUATION MODEL**

4.1 **Award Criteria and Evaluation Criteria**

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authority.

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

The Tenders will be assessed through a three step process in which the Tender will only be evaluated at each subsequent step by successfully passing the preceding step in question. In the event that a Tender is not successful at a step then it will not be evaluated in the next step of the process.

Step One: checking for completeness and compliance

RBC will carry out an initial review of each tender to confirm completeness and compliance with the Tender requirements in section 3 and may at their

discretion, reject a Tender which is incomplete and/or non-compliant. RBC may (but are not obliged to) seek clarification in the event of receiving an incomplete or non-compliant Tender.

Step Two: Consideration of suitability

RBC is using a Selection Questionnaire Form that follows the statutory guidance issued by the Crown Commercial Service and comprises questions which, in most instances repeat the wording of the standardised questions contained within the guidance. They deal with suitability under these headings:

Part One

1. Supplier Information

Part Two

2. Exclusion Grounds

Part Three

3. Economic and Financial Standing
4. Wider Group Information
5. Technical and Professional Ability
6. Modern Slavery Act
7. Required Insurance Cover

The method for assessing the criteria for suitability is set out within the questionnaire. Tenderers may be excluded if they give the applicable yes/no answer, but in some instances, the opportunity is given to allow a Tenderer who takes appropriate remedial action to the satisfaction of RBC to remain in the process. Some items are for information only.

Economic and Financial Standing

Applicants will be required to possess a sound current financial situation and recent trading record. Assessment of economic and financial standing will require all applicants to self-certify that they have the requested documents available for review should they be successful in the procurement process and that they can meet the requirements of:

1. An annual turnover in excess of £200,000;
2. A current ratio of 0.75 or higher;
3. A debt ratio of 1 or lower.

Step Three: Award Criteria

Tenderers that pass step one and step two shall be evaluated fully according to the award criteria set out below. The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them is set out below. Where specified, a minimum pass mark (**Threshold**) applies to the Evaluation Criteria. The Authority shall reject any Tender which does not meet the relevant Threshold in respect of one or more criteria.

Evaluation Criteria	Maximum Score	Weighting	Means of Evaluation
Compliance	N/A	Pass/Fail	Pass/Fail
Selection Questionnaire	N/A	Pass/Fail	Pass/Fail
Quality Questions	100%	70%	See Sections 4.2 and 5.0 below.
Price	100%	30%	See Section 4.2 below.

4.2 Evaluation process

Quality Questions Evaluation

The technical evaluation (quality questions) will be scored in accordance with the table below.

Scoring matrix for the technical and quality criteria

0	Completely fails to meet required standard or does not provide a proposal.
1	Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals.
2	Proposal falls short of achieving expected standard in a number of identifiable respects.
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others.

4	Proposal meets the required standard in all material respects.
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

Pricing Evaluation

Bid prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks (30% following weighting). All other bids will be compared against that lowest bid.

5.0 Quality Questions

The total score for this section is 70%. Scores will be adjusted against the weightings as shown in the columns below. For example; If the following Tenders were received for the Quality Questions:

Tenderer A

Question	Score out of 5	Weighted Score out of 25%	Threshold of 50% Met?	Award Criteria Score out of 70%	Overall Quality Ranking
Question 1	5	25%	Yes	17.5%	1
Question 2	4	16%	Yes	11.2%	
Question 3	3	12%	Yes	8.4%	
Question 4	4	16%	Yes	11.2%	
Total	16	69%	Yes	48.3%	

Tenderer B

Question	Score out of 5	Weighted Score out of 25%	Threshold of 50% Met?	Award Criteria Score out of 70%	Overall Quality Ranking
Question 1	2	8%	No	5.6%	2
Question 2	1	4%	No	2.8%	
Question 3	0	0%	No	0%	
Question 4	3	12%	Yes	8.4%	
Total	6	24%	No	16.8%	

Please provide your answers on a maximum of 4 pages for ALL of the questions below (i.e. – 1 A4 page per Question and 4 pages in total) (excluding any attachments as requested) in Arial Font size 12.

No	Quality Questions	Weighting	Minimum Score Threshold
1	<p>Contract Management</p> <p>Please detail how you will manage the works throughout the duration of the project?</p>	25%	50% (of 25% i.e. 12.5%)
2	<p>Listed Building Works</p> <p>Please detail how your experience of working on Listed Building projects can be applied to this project using specific examples of similar/appropriate activities?</p>	25%	50% (of 25% i.e. 12.5%)
3	<p>Proposed Team</p> <p>Please confirm your Proposed Team for this project ensuring that they hold relevant Qualifications and have experience similar to the Works required?</p> <p>Please provide separate CV's per Proposed Team Member – <u>CV's to be no longer than 1 A4 page each and are to be supplementary to the 1 A4 page limit to this Question.</u></p>	25%	50% (of 25% i.e. 12.5%)
4	<p>Key Risks</p> <p>Please bullet point the key risks that you would envisage for this project and what measures you would put into place to mitigate and/or eliminate these risks?</p>	25%	50% (of 25% i.e. 12.5%)
	Total Score	100%	50% (of 100% i.e. 50%)

Draft JCT Minor Works Building Contract with Contractor's Design (MWD) 2011 Edition

Workmanship Clauses

Drawings / Site Plans

No	Description
1	8862 – P01 – Site Location Plan (A4)
2	8862 – P02 – Existing Floor Layouts (A1)
3	8862 – P03 - Existing Elevations (A1)
4	8862 – P04 - Existing Site Plan (A1)
5	8862 – P05 – Proposed Floor Layouts (A1)
6	8862 – P06 – Proposed Elevations (A1)
7	8862 – P07 – Proposed Site Plan (A1)

Pricing Schedules

Selection Questionnaire

Preliminaries

Applicable Policies

Commercially Sensitive Information.

Commercially sensitive information

I declare that I wish the following information to be designated as commercially sensitive [and to be appended to the Contract at Schedule 08.

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

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

SIGNATURE: _____
NAME (PRINT): _____
POSITION: _____
COMPANY: _____
DATE: _____

Deed of Guarantee

THIS CONTRACT is made the _____ day of _____

BETWEEN RUNNYMEDE BOROUGH Council (hereinafter called "the Council") of the one part and

Whose office is situate at -

_____ (hereinafter called "the Guarantor") of the other part

WHEREAS

- 1) _____ (hereinafter called "the Contractor") is a subsidiary of the Guarantor
- 2) The Contractor has made a contract with the Council dated _____ whereby the Contractor has agreed to provide Services and Supplies for the Council ("the Contract")
- 3) The Guarantor and the Council have agreed that the Guarantor will guarantee the due and proper performance of the Contract.

NOW IT IS HEREBY AGREED AND THIS DEED WITNESSETH AS FOLLOWS:

- 1) The Guarantor hereby guarantees the due and proper performance by the Contractor of all the obligations of the Contractor under the Contract.
- 2) Should the Contractor cease to exist the Guarantor hereby agrees to indemnify the Council against any and all loss and damage resulting from non-performance or improper performance by the Contractor of its obligations under the Contract.
- 3) This guarantee and indemnity shall not be affected discharged or released by any Contract conduct omission breach or repudiation by the Contractor or the Council or by any forbearance whatsoever on the part of the Council.

IN WITNESS WHEREOF the parties have caused their Common Seals to be hereunto affixed to this

Deed the day and year first before written

THE COMMON SEAL OF
RUNNYMEDE BOROUGH COUNCIL
hereunto affixed is authenticated by the
undersigned a person duly authorised
in that behalf

Authorised Officer

THE COMMON SEAL OF

was hereunto affixed in the presence of:

Director

Secretary

Form of Tender

FORM OF TENDER: TENDER CERTIFICATE

TO: RUNNYMEDE BOROUGH COUNCIL

DATE:

PROVISION OF: WORKS AT 8 STATION ROAD NORTH, EGHAM, TW12 9LE

REFERENCE NUMBER: NOT APPLICABLE – BELOW THRESHOLD PROCUREMENT

We _____ the undersigned, having examined the ITT and all other schedules, do hereby offer to provide Works At 8 Station Road North, Egham, TW12 9LE, as specified in those tender documents and in accordance with the attached tender documentation to the Authority commencing 01.02.2017 and continuing for the period specified in the Contract for the Fixed Price Sum of £_____.

If this offer is accepted, we will execute such documents in the form of the Contract within 3 months of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and the _____ [manager **OR** company].

We further agree with the Authority in legally binding terms to comply with the provisions of confidentiality set out in paragraph 3.7 of the ITT.

We further undertake and it shall be a condition of any Contract, that:

- The amount of _____ [my **OR** our] Tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of _____ [my **OR** our] Tender has not been communicated to any person until after the closing date for the submission of Tenders and in any event not without the consent of the Authority.
- We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

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

Signature _____

Name and status _____

Signature _____

Name and status _____

For and on behalf of _____

[NAME OF COMPANY, PARTNERS OR CONSORTIUM]

Non-Collusive Tendering Certificate

NON-COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide Tender and that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:-

- a) entered into any Contract with any person outside this consortium, with the aim of preventing Tenders being made or as to the amount of any Tender or the conditions on which the Tender is made;
- b) informed a person outside this consortium, other than the person calling for these Tenders, the amount or the approximate amount of the Tender, except where the disclosure, in confidence, of the approximate amount of Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- c) caused or induced any person to enter into such a Contract as is mentioned in paragraph (a) above or to inform us of the amount or the approximate amount of any rival tender for the Contract.

In this Certificate "person" includes any persons and anybody of persons corporate or un-incorporate, "person outside this consortium" means, where the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or where the consortium is a company, a person other than a company holding shares in the consortium or any employee of such a company or the consortium and "Contract" includes an arrangement whether formal or informal and whether legally binding or not.

Signed: _____

Name: _____

On behalf of:

Date: _____