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**Giroscope Limited**

**Tender for the Design, Supply and Installation of Underfloor Heating System at the former St Matthews Church, Hull.**

**Tender Reference: CLLD0026 Item 2**

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**INVITATION TO TENDER (GOODS & SERVICES)**

**(ITT)**

**Bidder’s Response**

Registered Charity No. 1117457, Company limited by guarantee registered in England No. 02046356.

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1. **Background to St Matthew’s Project**

Giroscope is a housing charity based in west Hull and are pioneers in a movement within UK housing providers called Self-Help Housing. This movement has gained momentum and grown significantly in recent years, providing a model that has inspired many others.

In 2018 Giroscope acquired the former St. Matthew’s church situated on the corner of Boulevard and Anlaby Road. The building had been empty for over seven years and was facing an uncertain future.

Giroscope considered that the building was an important community asset and needed saving.  It was connected to the community in many ways and residents had fond memories of weddings, christenings, and other ceremonies and events at the building.  The former church is also home to significant war memorials acknowledging the considerable losses that the community suffered in the Great War.

Giroscope has already reinstated the War Memorial window into the western elevation of the building, one of its key heritage assets, along with the broached tower. The plan is to renovate the building, working alongside Hull City Council’s conservation team.  As well as returning the old church to its former glory, Giroscope plan to install work and office spaces into a mezzanine floor constructed into each aisle.

As well as these physical developments and works, Giroscope will work with new and existing enterprises in the community to create employment and opportunity in our neighbourhood.  Many of these start-ups, community businesses, social enterprises and sole traders will take up space in the former church.

**The St. Matthew’s Enterprise Project is a Community Led Local Development Project. Community Led Local Development (CLLD) activity is funded through European Structural and Investment Funds.**

1. **Tender Project Brief**
	1. **Building Description**

The ground floor area of the building requiring underfloor heating comprises of a total area of approximately 430m2, representing the former nave and aisles of the building. The building itself is an 1870s slate roofed red brick former church comprising of a central nave, northern and southern aisles, a chancel, a vestry, and tower.

It is understood that the building would perform very poorly in terms of heat loss (due to its age and construction) and so heat loss calculations of the building have not been commissioned. The underfloor heating is only required to heat the 2m of occupied space from FFL to a comfortable level.

The floor, laid by others, will comprise of a new 175mm beam and block floor over the existing floor void, overlaid with 1000-gauge polythene dpm and 160mm PIR Insulation Board.

Above this will be a 500-gauge polythene vapour barrier on which a 75mm thick screed slab will be laid.

The site is readily accessible, and work is being carried out under the requirements of the Construction Design and Management (CDM) Regulations 2015. The successful tenderer will thus be required to comply with all parts of these Regulations as applicable to the heating works, and will be appointed as both the Designer and Contractor for the heating system.

* 1. **General Specifications of Requirements**

Fixed price quotations are invited for the following works, all to be in accordance with applicable BS/EN standards including notably BSEN 1264 (Water based surface embedded heating and cooling systems).

Underfloor water filled heating pipes are required to be supplied and installed, using proprietary manufacturer’s fixings, atop the insulation layer and vapour barrier for incorporation into the final slab when poured.

The heat source will be a new gas boiler, selected and supplied by the tenderer to provide the necessary heat output (e.g ideal Evo MAX 120kw gas condensing boiler or similar). This will be sited within the plant room (see included plan **appendix 1**).

Tenders are to include for supply and installation of all elements necessary to produce a fully functioning, effective and reliable system, notably:

* Supply and installation of the (water filled) underfloor heating pipes to c.430m2 of the ground floor area (see included plan **appendix 1**), fixed to the vapour barrier/insulation layer using the manufacturer’s proprietary fixing/clipping system and to a competent design submitted with/as part of the tender.
* A full pipe layout/design drawing.
* All necessary manifolds, buffer cylinder(s), expansion vessel(s) and other ancillaries associated with the underfloor piping system and their connection to the heat pump.
* Pressure testing of the completed pipework and manifold system prior to the pouring of the concrete screed slab.
* Supply and installation of the gas condensing boiler, and connection to the external gas supply.
* All necessary controls, interconnecting pipework, interconnecting cables/wiring, tray work, etc. necessary for the full functioning of the heating system.
* All necessary tools and equipment.
* Commissioning and testing.
* Provision of all necessary manuals, design documentation, drawings, electrical control schematics, etc.
* A full parts and labour warranty for a period of 24 months following the date of handover of the completed system to the company.

It is expected that a detailed requirements definition exercise will be necessary to clarify the core elements of the proposed design and installation of the underfloor heating system, which will in turn require a site visit.

Arrangements for these should be made through Martin Newman on 01482 576 374.

**NOT included: Floor works, vapour barrier, floor insulation, final floor screed**

**NOT included: Building heat loss and energy calculations**

1. **Notes for Completion and Conditions**

The “authority” or “we” means Giroscope, or anyone acting on behalf of Giroscope, that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/”Your” or “Supplier” or “Bidder” means the body responding to this Invitation to Tender (ITT) i.e. the legal entity submitting a tender. The ‘Supplier’ or ‘Bidder’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

This Invitation to Tender (ITT) has been designed to assess both the suitability of a Supplier to deliver the authority’s contract requirement(s); and to determine of those suitable, which Supplier(s) have provided the most economically advantageous tender.

**3.1 Timetable**

Set out below is the procurement timetable. While we do not intend to depart from the timetable, we reserve the right to do so. If required to do so, we will inform Suppliers in writing (via email) of these changes.

|  |  |
| --- | --- |
| **Stages**  | **Dates** |
| Closing date for questions  | 30th December 2021 |
| Closing date and tender returns  | 13th January 2022 |
| Expected notification of award  | 27th January 2022 |
| Expected start date  | 1st March 2022 |

**3.2 Enquiries**

Please send all enquiries by email, by the deadline stated at Section 3.1, quoting the contract title printed at the front of this document to rob.ormrod@integreatplus.com

 If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all prospective bidders, although your identity will remain confidential.

**3.3 Responses** **and supporting documents**

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document, which should be used unless, due to formatting, this is not possible.

To make the process straightforward, you do not need to provide supporting documents with your tender unless specifically requested to do so. However, we may ask you for this later.

Your organisation will only be evaluated based on the information in your tender. If you do not mention any applicable previous experience of working with us in your reply we cannot take this into account.

Please do not send any information that is general company or promotional literature, as this will not form part of our evaluation. Any additional documents you provide must refer to a question within the ITT and be easily identifiable as the answer.

**3.4 Return arrangements**

Please return your completed tender submission, inclusive of any relevant appendices, electronically - PDF or read only format to rob.ormrod@integreatplus.com. If you do not receive a reply in lieu of a receipt, please phone Robbie Ormrod on 01142 752620 to check that your submission has been received. We must receive your completed tender before the closing date and time shown in the Timetable at section 3.1. We reserve the right to not consider any tenders received after the deadline. Please be aware that tenders may be copied for our use.

Mark your submission with the words ‘Tender for Design and Installation of Underfloor Heating for the former St Matthew’s Church, Hull’.

**3.5 Clarification**

During our evaluation process, we may need to seek clarification on aspects of your tender return. If required, we will contact you using the contact details you have provided. Clarification may require you to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification is to provide us with the information we require to score your submission; it will not be an opportunity for you to improve or substantially change the information you have already submitted.

**3.6 Verification of information provided**

Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the Supplier to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**3.7 Sub-contracting arrangements**

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key deliverables each sub-contractor will be responsible for.

The authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required.

Suppliers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award, based on an assessment of the updated information. This contract is not open to consortia.

**3.8 Confidentiality**

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

The Supplier must treat all information supplied to it by the authority in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response.

As part of the tendering process, the Supplier must identify any parts of its tender submission which it designates as confidential and would not want published; such information may include technical or trade secrets or other confidential information. The authority will then assess this information (along with the rest of the contract), taking account of Regulation 21 of the Public Contracts Regulations, when considering which contractual information should or should not be published or released on request.

**3.9 Tender validity**

All details of the tender, including prices and rates, must be valid for 90 days from receipt of tender.

**3.10 Language**

The completed tender and all accompanying documents must be in English.

**3.11 Applicable Law**

Any contract concluded as a result of this ITT will be governed by English law.

**3.12 Pricing**

All prices will be in sterling and exclusive of VAT.

**3.13 Additional costs**

Once we have awarded the contract, we will not pay any additional costs incurred which are not reflected in your tender submission.

**3.14 Evaluation**

All bids will be impartially assessed against the same criteria. A Tender Panel will evaluate responses to the tender objectively using the criteria and evaluation matrices defined below.

**3.15 Gateways**

Some questions in the tender are known as gateways and are fundamental requirements of the contract. These are marked on a ‘pass/fail’ basis and if you do not answer these sections appropriately, we may reject your submission in full and cease to evaluate any more questions.

**3.16 Award**

Once we have carried out the evaluation and identified the successful tenderer(s), we will tell all tenderers in writing by email of our ’award decision’. The winning bidder will be selected on merit by reference to the set criteria.

**3.17 Costs**

Unless otherwise stated in this ITT, all costs associated with taking part in this process remain your responsibility and we will not return any part of your completed tender to you.

**3.18 Right to cancel or vary the process**

We reserve the right to cancel or withdraw from the tendering process at any stage.

**3.19 Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with us will disqualify you from being considered and may constitute a criminal offence.

**3.20 Disclaimer**

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive, nor has it been independently verified.

Neither Giroscope nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

 • makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or

 • accepts any responsibility for the information contained in the ITT or for the accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

**4. Your response**

In order to submit a tender for this requirement you must complete and return the relevant sections, detailed in the table below, in compliance with Section 3.1 above. If we have decided that certain sections are not relevant for this particular ITT, we have indicated this by stating ‘N/A’ next to the title heading at the relevant section and by indicating ‘Not Applicable’ within the table below. Unless otherwise indicated in this way, all sections must be completed and returned.

The table below provides a summary of the evaluation method for each section, however full details of how we will evaluate your submission can be found in the individual ‘Evaluation Matrix’ within each section.

|  |  |  |
| --- | --- | --- |
| **Section** | **Title**  | **Evaluation Method**  |
| 4.1  | Supplier Information  | For information only but must be completed.  |
| 4.2  | Ground for mandatory exclusion  | Pass/Fail  |
| 4.3  | Ground for discretionary exclusion  | Pass/Fail  |
| **Selection Criteria**  |
| 4.4 | Insurance  | Pass/Fail  |
| 4.5 | Compliance with equality legislation  | Pass/Fail  |
| 4.6 | Environmental Management  | Pass/Fail  |
| 4.7 | Health and Safety  | Pass/Fail  |
| **Award Criteria** |
| 4.8 | Relevant experience and contract examples | Scored (50%) |
| 4.9 | Pricing Schedule  | Scored (50%) |
| 4.10 | Declaration  | Pass/Fail  |

**4.1 Supplier Information**

|  |  |
| --- | --- |
| **Supplier Details**  | **Answer (where applicable)**  |
| Full name of the Supplier completing the ITT  |  |
| Registered company address  |  |
| Registered company number  |  |
| Registered charity number  |  |
| Registered VAT number  |  |
| Name of immediate parent company  |  |
| Name of ultimate parent company  |  |
| Please mark ‘X’ in the relevant box to indicate your trading status  | i) a public limited company  |  |
| ii) a limited company |  |
| iii) a limited liability partnership  |  |
| iv) other partnership  |  |
| v) sole trader  |  |
| vi) other (please specify)  |  |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you.  | i) Voluntary, Community and Social Enterprise (VCSE) |  |
| ii) Small or Medium Enterprise (SME)1 |  |
| iii) Sheltered workshop  |  |
| iv) Public service mutual  |  |

1 See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

|  |
| --- |
| **Bidding Model** Please mark ‘X’ in the relevant box to indicate whether you are:  |
| 1. Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself.
 |  |
| 1. Bidding as a Prime Contractor and will use third parties to 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.  |  |
| 1. 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. |  |

**Contact details**

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

|  |
| --- |
| **Licensing and registration (please delete the option which doesn’t apply)** |
| Registration with a professional bodyIf applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state) | **Yes / No** If Yes, please provide the registration number in this box. |
| Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | **Yes / No** If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

**4.2 Grounds for mandatory exclusion**

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

If you have answered “yes” to question 4.2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due.

If your organisation is in that position, please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

|  |  |
| --- | --- |
| **4.2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes**  | **No**  |
| (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
| (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 |  |  |
| (c) the common law offence of bribery; |  |  |
| (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| e) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| (f) any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| (g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| (i) 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; |  |  |
| (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| (k) an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| (l) an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes** **4.2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?** If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

**4.3 Grounds for discretionary exclusion**

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

|  |  |
| --- | --- |
| **4.3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes**  | **No**  |
| (a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| (b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| (c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| (d) your organisation has entered into agreements with other economic operators aimed at distorting competition |  |  |
| (e) \*your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| (f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| (g) \*\*your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| (h) Your organisation – 1. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
2. ii. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or
 |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**\*Conflicts of interest**

 In accordance with question 5.3.1 (e), the authority 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. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

**\*\* Taking Account of Bidders’ Past Performance**

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

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 4.2.1, 4.2.2 and 4.3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

 • paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

 • taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

**4.4 Insurance**

|  |  |
| --- | --- |
| Please self-certify (by deleting the option which doesn’t apply) whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below. Employer’s (Compulsory) Liability Insurance = £10 million **Note:** It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Note this requirement is not applicable to Sole Traders. Public Liability Insurance = Min £10m per claim Professional Indemnity Insurance = Min £ 1 million per claim | Yes/No  |

**Evaluation Matrix for Section 4.4**

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight**  | **Agreed Marking Criteria**  |
| Pass/Fail  | **Pass** – You must either confirm that you have the required levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be successful, that such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the requirement.**Fail** – If you cannot make such a commitment, your bid will fail in its entirety. |

**4.5 Compliance with Equality Legislation**

|  |
| --- |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. |
| a.  | 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  |
| b. | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | 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.  |
| **c.**  | 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  |

**Evaluation Matrix for Section 4.5**

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight**  | **Agreed Marking Criteria**  |
| Pass/Fail  | **Pass** – If you have answered ‘no’ to a) and b) and have processes in place to check sub-contractors in this respect (where used) you will pass this section. **Fail** – If you have answered ‘yes’ to a) and or b) 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. |

**4.6 Environmental Management**

|  |  |  |
| --- | --- | --- |
| a. | 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)?If your answer to 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 | Yes/No  |
| b.  | 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  |

**Evaluation Matrix for Section 4.6**

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight**  | **Agreed Marking Criteria**  |
| Pass/Fail  | **Pass** - Bidders who have not been convicted or served notice upon and have processes in place to check sub-contractors in this respect (where used) will pass this section. **Fail** - 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. |

**4.7 Health and Safety**

This section allows us to assess your competency for health and safety. We have provided some guidance to help you understand the requirements for each area. You may also find it useful to refer to the Health and Safety Executive (HSE) website for some guidance before completing this section. You can find this here: <http://www.hse.gov.uk/>.

|  |  |
| --- | --- |
|  | If your organisation has 5 or more employees – a) Does your organisation have a written health and safety policy? AND b) If yes, please provide details of when it was last reviewed and updated.  |
| **Answer:**  |

**Evaluation Matrix for Section 4.7**

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below.

|  |  |
| --- | --- |
| **Weight**  | **Agreed Marking Criteria**  |
| Pass/Fail  | **Pass** – Organisation has a health and safety policy which has been reviewed in the last two years.**Fail** – Organisation does not have a health and safety policy OR Organisation does have a health and safety policy but bidder has provided no evidence of policy being reviewed in last two years. |

**4.8 Relevant experience and contract examples**

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the authority’s requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years, and VCSEs may include samples of grant funded work.

The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.

Where the Supplier is a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services. (If required you may provide this information in the form of a referenced Appendix).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Contact 1 | Contract 2 | Contract 3 |
| 4.8.1 | Name of customer organisation  |  |  |  |
| 4.8.2  | Point of contact in customer organisation Position in the organisation Email address  |  |  |  |
| 4.8.3 | Contract start dateContract completion dateEstimated contract value  |  |  |  |
| 4.8.4  | In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capacity in this market. (Please add separate sheet as appendix if the boxes provided are not sufficient)  |  |  |  |
| 4.8.5  | If you cannot provide at least one example for questions 4.8.1 to 4.8.4, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start up.  |

|  |
| --- |
|  |

**Evaluation Matrix for Section 4.8**

Responses to the questions in this section will be scored on the basis of the marking criteria detailed in the table below. The successful tenderer will be determined using relevant experience (50% weighting). **Please note, the responses in Section 4.8 will be given a single score, rather than each relevant experience outlined being scored separately. This ensures bidders with fewer examples of experience will not be unduly penalised.**

|  |  |
| --- | --- |
| **Weight**  | **Agreed Marking Criteria**  |
| 50% | The following evaluation system will be applied to this section: **0 – No response or totally inadequate** No response or an inadequate response. **1 – Major Reservations / Constraints** The response simply states that the supplier can meet some of the requirements set out in the question, annex or Specification of Requirements, but have not given information or detail on how they will do this. **2 – Some Reservations/Constraints** Bidder has provided some information about how they propose to meet most of the requirements as set out in the question, annex or Specification of Requirements. There is some doubt in their ability to consistently meet the full range of requirements. **3 – Fully Compliant** Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question, annex or Specification of Requirements. This gives full confidence in their ability to meet the full range of our requirements.  |

**4.9 Pricing Schedule**

Please provide your pricing in the schedule provided below, having referred to the specifications outlined in **Section 1.2** (itemised where appropriate).

All prices should be firm and valid until completion of the contract. All prices quoted must be exclusive of VAT and quoted in pounds sterling and state the amount of VAT due.

Costs provided must be fully inclusive of all expenses and administrative costs that are necessary for the completion of this contract.

|  |  |  |
| --- | --- | --- |
| **Description**  | **Notes on Price (breakdown for clarity if useful**) | **Price £** |
|  |  |  |
|  | **Total**  |  |

**Evaluation Matrix for Section 4.9**

The successful tenderer will be determined using Price (50% weighting). Price scoring will be evaluated using the ‘standard differential method’ – each bidder receives 100% of the available marks less the percentage by which their tender is more expensive than the lowest; with 8 being the maximum score achievable.

**NOTE: REFUSAL TO GIVE THIS DELCARATION AND UNDERTAKING MEANS THAT YOUR QUOTATION SHALL NOT BE CONSIDERED**.

**4.10 Declaration**

Reference: CLLD0026 Item 2

Please complete this form and return with your tender response.

1. I/We declare that to the best of our knowledge the answers submitted to these questions are correct.
2. I/We understand that the information will be used in the selection and evaluation process to assess our organisation’s suitability to participate in this procurement, and to determine which supplier(s) provide the most economically advantageous tender in accordance with the criteria set out in this ITT.
3. 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. The following appendices form part of our submission:

|  |  |
| --- | --- |
| **Section of ITT** | **Appendix Number**  |
|  |  |
|  |  |
|  |  |
|  |  |

In recognition of the principle that the essence of selective tendering is that Giroscope shall receive bona fide competitive tenders from all those tendering I/We certify that:

1. The tender submitted herewith is a bona fide tender, intended to be competitive.
2. I/We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.
3. I/We have not done, and undertake that we will not do at any time before the hour specified for the return of the tender, any of the following acts:
	1. communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations required for the preparation of the tender);
	2. enter into any agreement with any other person that he/she shall refrain from tendering or as to the amount of any tender to be submitted; and
	3. offer, pay, give or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing, having done, causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

*In this declaration:*

* *‘person’ indicates any person, body, or association corporate or incorporate.*
* *‘any agreement or arrangement’ includes any transaction of the sort described above, formal or informal and whether legally binding or not.*

**Signed** (Bidder’s signature):

**Name** (print Bidder’s name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Role in Organisation:**

**For and on behalf of:**

**Date:**

