**Thanet**

**District**

**Council**

|  |  |
| --- | --- |
| **Company Name** |  |

**Port of Ramsgate**

**Replacement of Berth 4/5**

**Invitation to Tender (ITT OJEU) Response Document**

**(with Standard Selection Questionnaire)**



## **CONTENTS**

**SECTION 1 – STANDARD SELECTION QUESTIONNAIRE PAGE 3**

# SECTION 2 – QUALITY/TECHNICAL QUESTIONS PAGE 21

# SECTION 3 – PRICE PAGE 23

**SECTION 4 – COMMERCIALLY SENSITIVE INFORMATION PAGE 24**

**SECTION 5 - FORM OF TENDER PAGE 25**

**SECTION 6 – PARENT COMPANY GUARANTEE PAGE 26**

**SECTION 7 – FORM OF AGREEMENT PAGE 29**

**SEPARATE DOCUMENTS**

**APPENDIX E ACTIVITY SCHEDULE**

**SECTION 1 – STANDARD SELECTION QUESTIONNAIRE**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion**[[1]](#footnote-0)**. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Port of Ramsgate - Replacement of Berth 4/5**

**Port of Ramsgate**

**PROCUREMENT PROCEDURE - OPEN**

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

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 regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

**Part 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential supplier information** | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐  No ☐  N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐  No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-1)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-2)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[4]](#footnote-3)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Section 1 | Bidding model | | | | | |
|  | Question number | Question | | | Response | | |
|  | 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | | | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | | |
|  | 1.2(a) - (ii) | Name of group of economic operators (if applicable) | | |  | | |
|  | 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | | |  | | |
|  | 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | | | Yes ☐  No ☐ | | |
| 1.2(b) - (ii) | | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. | | | | | |
| Name | |  |  |  | |  |  |
| Registered address | |  |  |  | |  |  |
| Trading status | |  |  |  | |  |  |
| Company registration number | |  |  |  | |  |  |
| Head Office DUNS number (if applicable) | |  |  |  | |  |  |
| Registered VAT number | |  |  |  | |  |  |
| Type of organisation | |  |  |  | |  |  |
| SME (Yes/No) | |  |  |  | |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables | |  |  |  | |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor | |  |  |  | |  |  |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** | |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation 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 the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐  No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | | |
|  | Question | Response | |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | |
| 3.1(a) | Breach of environmental obligations? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s 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? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is 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.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the  above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Part 3: Selection Questions**[[5]](#footnote-4)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | | Yes ☐  No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes ☐  No ☐ |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes ☐  No ☐ |

|  |  |
| --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** |
| Name of organisation |  |
| Relationship to the Supplier completing these questions |  |

|  |  |  |
| --- | --- | --- |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐  No ☐ |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 6** | **Technical and Professional Ability** | | |
| 6.1 | **Relevant experience and contract examples** Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 | | |
|  | Contract 1 | Contract 2 | Contract 3 |
| Name of customer organisation |  |  |  |
| Point of contact in the organisation |  |  |  |
| Position in the organisation |  |  |  |
| E-mail address |  |  |  |
| Description of contract |  |  |  |
| Contract Start date |  |  |  |
| Contract completion date |  |  |  |
| Estimated contract value |  |  |  |

|  |  |
| --- | --- |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| 6.3 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| 7.2 | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url …  No ☐  Please provide an explanation |

**8. Additional Questions**

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| 8.1(a) | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £10 million minimum  Public Liability Insurance = £10 million minimum  Professional Indemnity Insurance = £2million minimum |

|  |  |  |
| --- | --- | --- |
| **8.2** | **Not Used** | |

|  |  |
| --- | --- |
| **8.3** | **Not Used** |

|  |  |  |
| --- | --- | --- |
| **8.4** | **Health & Safety** | |
| Where your submission is part of a Consortia, Partnership, Joint Venture or Special Purpose Vehicle, the lead member must ensure that this information is effectively communicated to all members. The lead member must confirm that all members understand and agree their undertakings in this section. | | |
| The bidding organisation must:   * Ensure that its entire workforce and subcontractors will comply with all relevant health and safety legislation as well as any requirements or instructions from the Council. * Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation. * Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding. * Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards. * (If it is an organisation with five or more employees) have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce. This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999. | | |
| The Council may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate. | | |
| For further information on employers’ health and safety obligations, please visit the Health and Safety Executive website at:  <https://www.hse.gov.uk/> | | |
| 8.4(a) | Please confirm that you understand and agree to your undertakings as described above. | Yes ☐  No ☐ |

|  |  |  |  |
| --- | --- | --- | --- |
| **8.5** | **Equality & Diversity** | | |
|  | Does the bidding organisation comply with its legal obligations under the Equality Act 2010,  relating to the protected characteristics as follows?  Where your submission is part of a Consortia, Partnership, Joint Venture or  Special Purpose Vehicle, your response must apply to all members.  It is the responsibility of the bidding organisation to keep up to date with relevant  legislation and ensure it has a current understanding of all legislative requirements | | |
| 8.5(a) | Age | Yes ☐  No ☐ | |
| 8.5(b) | Disability | Yes ☐  No ☐ | |
| 8.5(c) | Gender reassignment | Yes ☐  No ☐ | |
| 8.5(d) | Marriage and civil partnership | Yes ☐  No ☐ | |
| 8.5(e) | Pregnancy and maternity | Yes ☐  No ☐ | |
| 8.5(f) | Race | Yes ☐  No ☐ | |
| 8.5(g) | Religion or belief | Yes ☐  No ☐ | |
| 8.5(h) | Sex | Yes ☐  No ☐ | |
| 8.5(i) | Sexual Orientation | Yes ☐  No ☐ | |
| 8.5(j) – (i) 8.5(j) – (ii) | In the last three years has any finding of unlawful discrimination been made against the bidding organisation by any court or industrial or employment tribunal (or in comparable proceedings in any jurisdiction other than the UK)? In the last three years has any finding of unlawful discrimination been made against the bidding organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body? | Yes ☐ No ☐ *If Yes please provide details at 8.5(k)*  Yes ☐  No ☐  *If Yes please provide details at 8.5(k)* | |
| 8.5(k) – (i) 8.5(k) – (ii) 8.5(k) – (iii) 8.5(k) – (iv) | If you have answered Yes to 8.5 (j) above, what action was the bidding organisation required to take? What action did the bidding organisation take? Did the action taken satisfy the relevant organisation?  Yes ☐  No ☐  If the bidding organisation did not take the required action, why not?  *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.* | | |
| 8.5(l) | 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 ☐ |
| **8.6** | **General Data Protection Regulation (GDPR)** | | |
| 8.6(a) | Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. | Delete as appropriate  Yes/No | |
| 8.6(b) | Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:   * + to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;   + to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;   + to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;   + to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);   + to maintain records of personal data processing activities; and   + to regularly test, assess and evaluate the effectiveness of the above measures. | | |
|  | | | |
| **8.7** | **Whistleblowing** | | |
| 8.7(a) | Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt the Council’s Whistleblowing policy by contract award?  The Council’s Whistleblowing policy can be accessed on the Council’s website @ <https://www.thanet.gov.uk/info-pages/whistleblowing-policy> | | Yes ☐  No ☐ |

# SECTION 2 – QUALITY/TECHNICAL QUESTIONS

## **2.1 HEADLINE QUESTIONS**

2.1.1 Please note that these questions are pass/fail (a YES will be a pass, a NO will be a fail). Any bidder failing any headline question will result in their bid being excluded from further consideration)

|  |  |
| --- | --- |
| **Q1. Budgetary costs**  The budgeted cost of this project is set to a maximum of  £1,400,000.00. Please confirm that your total price submission does not exceed the maximum stated, as this will be deemed cost prohibitive. | YES ☐ NO ☐ |
| **Q2. Specifications**  Please confirm that the equipment and associated infrastructure will meet the minimum requirements of the Performance and Works Specification described within Appendix A and Appendix B of the ITT Instruction document. | YES ☐ NO ☐ |
| **Q 3. Works commencement date**  Please confirm that your organisation will be able to schedule a start date on site by 1 June 2020.  Note: This is the site works start date and all off-site fabrication/preparation will need to have been completed prior to this date. | YES ☐ NO ☐ |

## **2.2 WEIGHTED QUESTIONS**

2.2.1 Each question is weighted as follows:

Q1 – 6% Q2 – 8% Q3 – 4% Q4 – 3% Q5 – 4%

|  |  |
| --- | --- |
| **QUESTION** | **RESPONSE** |
| **Q1. Health and safety**  Please provide outline details of your proposed Safe System of Work (SSW) to deliver this contract. |  |
| **Q2. Relevant Project Experience**  Please evidence that both your organisation, and personnel deployed by your organisation to fulfill this opportunity, have recent experience associated with similar projects. |  |
| **Q3. Contract management**  Please provide details for your proposed Contract Management for this project (including points of contact). |  |
| **Q4. Service Continuity**  Please provide details for your service continuity plans to deliver this opportunity, particularly with reference to Brexit and inclement weather. |  |
| **Q5. Project Programme**  Please provide a Gantt Chart for this project which clearly shows the required tasks/activities and the duration in days from the project start to completion. |  |

|  |
| --- |
| **SECTION 3 – PRICE**  **Please complete the Activity Schedule (Appendix E).**  **The Total Price contained within the Activity Schedule should be inserted below:**  C/F TOTAL TENDER SUBMISSION PRICE (EXCLUDING VAT): ………………………….. |

# SECTION 4 – COMMERCIALLY SENSITIVE INFORMATION

I declare that I wish the following information to be designated as commercially sensitive:

|  |
| --- |
|  |

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 & status: |  |
| Dated: |  |
| For and on behalf of: |  |

# SECTION 5 – FORM OF TENDER

TO: THANET DISTRICT COUNCIL

PROVISION OF: Port of Ramsgate - Replacement of Berth 4/5 REF 558

[INSERT NAME[S]] the undersigned, having examined the Invitation to Tender (ITT) and all other relevant schedules (“the ITT Documents”), do hereby offer to provide the supplies, services and/or works to the Employer as specified in the ITT Documents and in accordance with the attached additional documentation, commencing and continuing for the period specified in the ITT Documents (including any option to extend).

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between the Employer and ourselves.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT Documents, the formal acceptance of this Tender in writing by the Employer or such parts as may be specified, together with the contract documents shall be required as a condition precedent to the entering into of the Contract.

We further agree with the Employer in legally binding terms to comply with the provisions of confidentiality set out in paragraph 1.3.11 of the **INVITATION TO TENDER INSTRUCTION DOCUMENT**. We understand the Employer is not bound to accept the lowest of any Tender received, nor assign a reason for the rejection of any Tender. We accept that any costs incurred in Tender preparation are for our own account. We further undertake and it shall be a condition of any Contract, that:

The amount of our Tender has not been calculated by agreement or arrangement with any person other than the Employer and that the amount of our Tender has not been communicated to any person until after the closing date for the submission of Tender and in any event not without the written consent of the Employer.

We have not canvassed and will not before the evaluation process canvass or solicit any member or officer, employee or agent of the Employer or other contracting authority in connection with the award of the Contract and undertake 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: |  |
| Print Name & status: |  |
| Dated: |  |
| For and on behalf of: |  |

# SECTION 6 – PARENT COMPANY GUARANTEE - AS APPLICABLE

***WILL ONLY NEED TO BE COMPLETED BY THE SUCCESSFUL SUPPLIER PRIOR TO AWARD IF REQUESTED***

THIS DEED is made the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_

BETWEEN

(1) [GUARANTOR] (Company Registration No. [ ]) whose registered office is at [ -Guarantor’s address- ] ("the Guarantor")

AND

(2) Thanet District Council of PO Box 9, Cecil Street, Margate, Kent CT9 1XZ ("the Employer")

WHEREAS

A. This Deed is supplemental to a contract ("the Contract") dated [ ] made between the Employer of the one part and [name of Contractor] ("the Contractor") of the other part whereby the Contractor has agreed to provide [ -type of works- ] (“the Works”) upon the terms and conditions more particularly described therein.

B. The Guarantor has control over the Contractor, within the meaning of section 1124 of the Corporation Tax Act 2010.

C. The Guarantor has agreed to guarantee the due performance of the Contract.

NOW THE GUARANTOR HEREBY COVENANTS with the Employer as follows:

1. The Guarantor unconditionally and irrevocably guarantees to the Employer that if any sums are due and owing to the Employer by the Contractor pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Employer unconditionally pay such sums to the Employer in full together with all costs and expenses which the Employer may incur in enforcing this Guarantee.

2. The Guarantor unconditionally and irrevocably undertakes fully and promptly to indemnify the Employer against all damages, costs, claims, losses, demands, liabilities and expenses that may be suffered or incurred by the Employer by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Contract and in particular such costs and expenses as may be incurred as a result of a third party providing all or any part of the Works (as defined in the Contract) by reason of a failure by the Contractor to provide the Works in accordance with the terms of the Contract.

3. Upon being required to do so by the Employer by notice in writing, the Guarantor shall at its own expense perform or take whatever steps may be necessary to procure the performance of the Contractor’s obligations under the Contract and shall from the date of such notice assume jointly and severally with the Contractor all the rights and obligations of the Contract in every way as if the Guarantor were a party thereto, and the performance of the Contract shall continue as if the Guarantor and the Employer had been the original parties to the Contract;

4. The Guarantor shall not be discharged or released from this Guarantee nor shall its liability under this Guarantee be affected or impaired:

(i) by any agreement, conduct or forbearance between or afforded to the Contractor by the Employer;

(ii) by reason of any alteration in the obligations undertaken by the Contractor;

(iii) by any forbearance whether as to payment, time, performance or otherwise; or

(iv) as a result of any change in the constitution of the Guarantor, the Contractor or the Employer.

5. The Employer shall not be obliged to require payment from the Contractor before enforcing the terms of this Guarantee and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities obligations and undertakings of the Contractor as provided in the Contract.

6. This Guarantee shall remain in full force and effect until the expiry of the Contract and until all the obligations of the Contractor under the Contract have been satisfied in full and this Guarantee is in addition to and not in substitution for any other guarantee, undertaking, indemnity, security or other obligation given or owing to the Employer in respect of sums due or liabilities arising pursuant to the terms of the Contract.

7. If any monies shall become payable under or in respect of this Guarantee then, so long as any monies due and owing by the Contractor to the Employer under the terms of the Contract remain unpaid, Guarantor shall not:

(i) in respect of the amounts paid by the Guarantor under this Guarantee seek to enforce repayment by subrogation or otherwise;

(ii) in the event of the insolvency, winding up, liquidation or dissolution of the Contractor prove in competition with the Employer in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever but will give to the Employer the benefit of any such proof and all monies to be so received in respect thereof.

8. All demands made by the Employer under this Guarantee shall be made in writing and sent to the Guarantor at the address set out above or such other address as may be notified in writing by the Guarantor to the Employer. Such demands shall be deemed to have been received by the Guarantor on the next working day after the date of transmission, whether by post or facsimile transmission.

9. No failure to exercise or delay in exercising any right, power or privilege hereunder on the part of the Employer shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and exclusive of any rights or remedies provided by the law.

10. The Guarantor hereby warrants and represents to the Employer that it has full power and authority to enter into and perform its obligations under this Guarantee.

11. The Guarantor shall procure that, during the term of this guarantee, there shall be no change of control of the Contractor. “Control” shall bear the meaning given in section 1124 of the Corporation Tax Act 2010.

12. This Guarantee shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Guarantor has executed this Guarantee as a deed the day and year first before-written

EXECUTED BY [GUARANTOR]

acting by two directors or by one director and the company secretary

|  |  |
| --- | --- |
| **Director** | **Signature:** |
| **Name IN CAPITALS:** |

|  |  |
| --- | --- |
| **Director / Company Secretary** | **Signature:** |
| **Name IN CAPITALS:** |

# SECTION 7 – FORM OF AGREEMENT

**THIS AGREEMENT** is made the…………..…day of…………. .………20 BETWEEN THANET DISTRICT COUNCIL of Council Offices, Cecil Street, Margate in the County of Kent CT9 1XZ (hereinafter called "The Employer") of the one part and ………………………………………………….whose registered office is situate at ……………………………………………………. (Co.No…………………) (hereinafter called "The Contractor") of the other part.

The Employer wishes to have the following works provided

…………………………………………………………………………………………………

1 The Contractor will Provide the Works in accordance with the conditions of contract identified in the Contract Data

2 The Employer will pay the Contractor the amount due and carry out its duties in accordance with the conditions of contract identified in the Contract Data

3 The documents forming this agreement are:

- Contract Data part one

- Contract Data part two and the documents identified in Contract Data and those additional documents (if any) bound within this agreement

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Contractor has hereunto executed this Agreement as a deed the day and year first hereinbefore written

THE COMMON SEAL of

THANET DISTRICT COUNCIL

was affixed to

this deed in the presence of:

Member

Authorised officer

SIGNED AS A DEED by [Co.name]

acting by a director

and its Company Secretary or by two

Directors:

Director

Director/Co.Secretary\*

\*delete as applicable

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-0)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-1)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-2)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-3)
5. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-4)