

Broadland District Council

Energy Efficiency Improvement Services

Instructions for Tendering

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PREAMBLE

Broadland District Council is procuring a framework of partners to deliver energy efficiency measures across the district. The service required from contractors includes promoting the offer, assessing each property following enquiry and providing Energy Company Obligation or grant funding support for eligible measures.

The focus will be project specific, complementing the Council's priorities and drawing in external funding where available. There may be an opportunity to expand the offer into other local authority areas dependent on individual projects.

Leads generated directly by individual contractors who are part of the framework will remain with them. Those generated through the Council will be distributed between suitable contractors on the framework. Contractors will be required to provide a quote based on a schedule of works.

A standard price for like-for-like heating replacements will be required as part of the tender procedure.

Evaluation will relate to value for money, quality and availability of ECO funding.

The contract will run from 12 February 2018 and will continue to 31 March 2019. There will be an option to continue on a one year rolling basis provided good value for money is demonstrated.

1. INTRODUCTION

- 1.1 In these Instructions for Tendering the words and expressions contained shall have the same meaning ascribed to them in the Conditions and the Specification.
- 1.2 The work will comprise an extensive range of Services as described in the Specification. The Services are to be provided throughout the year as indicated in the Specification.
- 1.3 **EUROPEAN ACQUIRED RIGHTS DIRECTIVE 77/187 THE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006**
 - 1.3.1 The Council does not consider it likely these regulations (TUPE) will apply to this contract, however the Council offers no warranty to this effect. Tenderers must rely on their own professional advice in this respect. The Council will update bidders if any further information is received in this respect.
 - 1.3.2 If you require any further information, please do not hesitate to contact.

**Kevin Philcox
Private Sector Housing Manager
Broadland District Council
Thorpe Lodge
1 Yarmouth Road
Thorpe St Andrew
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Tel 01603 430578

Email: kevin.philcox@broadland.gov.uk

2. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

- 2.1. Tenderers shall ensure that they are familiar with the extent and nature of their obligations as outlined in the Contract Documents and shall in any event be deemed to have done so before submitting a Tender.
- 2.2. The Tenderer may by written communication to the Council received at any time up to one week before the date specified for the return of Tenders request any information or raise any query in connection with the Contract Documents. No alterations or qualifications to the Contract or Contract Documents shall be made by the Tenderer. In the event that a Tenderer has difficulty in complying with any specific provision of the Contract Documents or wishes to propose any amendments thereto it should provide to the Council all information and evidence in writing concerning such difficulty or amendment as the Council may require. Any such written communication must be sent to the officer referred to in paragraph 1.3.2 above.
- 2.3. The Council may at its discretion consider the difficulty or amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Contract Documents or any rights or powers of the Council under the Contract. No such explanation, information, waiver or amendment shall be binding upon the Council nor shall constitute a term or condition of the Contract nor a representation which gives a successful Tenderer grounds for rescinding the Contract or claiming damages for misrepresentation unless made in writing and signed by the Deputy Chief Executive or his appointed agent. Any such explanation, information, waiver or amendment so made shall be made available to all other Tenderers.
- 2.4. The rates quoted in the Tender Response Document for like-for-like heating replacements shall remain fixed for one year from the Service Commencement Date and will thereafter be reviewed annually on the anniversary of the Service Commencement Date.
- 2.5. The Tenderer shall be required to ensure that it has available to it all vehicles and equipment required to provide the Services.
- 2.6. All information supplied by the Council in connection with this invitation to tender, shall be treated as confidential by the Tenderer except where such information is disclosed for the purposes of obtaining quotations from proposed sub-contractors and other information required to be submitted with the Form of Tender and then it shall only be used for that specific purpose. Otherwise circulation and distribution should be restricted on a 'need to know' basis within the Tenderer's organisation.

3. INFORMATION LAWS

- a) Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 ("the Information Laws").
- b) Tenderers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Information Laws. Tenderers should state why they consider the information to be confidential or commercially sensitive.

- c) This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Information Laws.
- d) It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

4. SIGNATURE OF FORM OF TENDER

The Form of Tender must be signed:

- (a) where the Tenderer is an individual, by that individual;
- (b) where the Tenderer is a partnership, by two duly authorised partners;
- (c) where the Tenderer is a company, by two directors or such persons being duly authorised for that purpose

The Tenderer shall produce forthwith upon request by the Council provide documentary evidence of any authorisation referred to in instruction 3 (b) and 3 (c) above.

5. REJECTION OF FORM OF TENDER

Any Form of Tender submitted by any Tenderer in respect of which the Tenderer:

- (a) fails to tender to supply all of the Services; or
- (b) fixes or adjusts the prices, charges and rates shown in its Form of Tender:
 - i) by or in connection with any agreement or arrangement with any other person; or
 - ii) by reference to any other Form of Tender; or
- (c) communicates to any person other than the Council the amount or approximate amount of the prices, charges and rates shown in its Form of Tender; or
- (d) enters into any agreement with any other person that such other person shall refrain from submitting a Form Tender or shall limit or restrict the prices, charges and rates to be shown by any other Tenderer in its Form of Tender; or
- (e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender any act or omission; or
- (f) in connection with its Tender or the award of the Contract commits an offence under the Bribery Act 2010 or any predecessor statute or gives any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972; or

- (g) has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender or Form of Tender submitted by any other Tenderer;

or

- (h) fails to use the English language

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability which such conduct by a Tenderer may attract.

Any breach of the terms stipulated in Instructions 2.6 and 5 will entitle the Council to terminate at any time any Contract(s) entered into between the Tenderer and the Council.

6. NON-CONSIDERATION OF FORM OF TENDER

The Council may in its absolute discretion refrain from considering a tender if either:

- (a) in any respect, it does not comply with the requirement of the Form of Tender and these Instructions for Tendering; or
- (b) the Tenderer makes or attempts to make any variation or alteration to the terms of the Contract Documents except where the variation or alteration is expressly permitted therein or is made in accordance with Instruction 2.3.
- (c) The Tenderer fails to submit comprehensive pricing information for all items listed in the Specification.

7. FORM OF TENDER AND ACCOMPANYING INFORMATION

A Tender shall be submitted on the Form of Tender incorporated herein. The Form of Tender shall be duly completed in black ink or type and shall be submitted in the manner and by the date and time stated in Instruction 8 hereof together with the following documents (which shall, when agreed with the Council, form part of the Contract):

- (a) The Tender Response Document in the form set out herein duly completed in all respects by the Tenderer (and in compliance with the stipulations therein specified) to show its prices charges and rates for the first Contract year which must in all cases be stated exclusive of Value Added Tax.
- (b) Where the Tenderer is a subsidiary company a statement setting out the Tenderer's status as a subsidiary company or otherwise within the meaning of section 1159 of the Companies Act 2006.
- (c) A duly completed and signed Collusive Tendering Certificate in the form set out in these Instructions.
- (d) Any additional information that the Tenderer feels may support its Tender.

8. SUBMISSION OF FORM OF TENDER

- 8.1 The Form of Tender and all other accompanying documentation must be submitted to the Council by registered post, recorded delivery or by hand to the following address :

**Head of Democratic Services and Monitoring Officer, Broadland District Council,
Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich NR7 0DU**

Three copies of tenders must be submitted in a sealed plain envelope with the word "Tender" and the title of the contract written on it.

The envelope containing your tender response shall not bear any name or other distinguishing matter or mark indicating the identity of the sender.

Alternatively tenders may be submitted by electronic means to:
martin.thrower@broadland.gov.uk

The tender must be received no later than

12 noon on Friday 9 February 2018

or such later date as the Council notifies in writing to Tenderers.

Any Tender or any accompanying documentation submitted after such time and date will be returned unopened by the Council and will not be considered for acceptance by the Council.

- 8.2 All Tenderers shall keep their respective Forms of Tender valid and open for acceptance by the Council for a period of six months from the tender return date.

9. ACCEPTANCE OF FORM OF TENDER AND CRITERIA FOR EVALUATION

- 9.1. The Council shall not be bound to accept the lowest or any Form of Tender and reserves to itself the right at its absolute discretion to accept or not accept any Form of Tender submitted.

- 9.2. Award criteria – Tenders will be assessed against the following evaluation criteria:

- (a) the ability of the Tenderer to provide the Services in accordance with the Contract Documents and to the Contract Specification with particular reference to:
- (b) the experience and competence of the Tenderer to provide the Services and demonstrate quality
- (c) the facilities and other resources available to the Tenderer to perform a contract of this type in the area of the size and geographical nature of the District;
- (d) the availability of Energy Company Obligation funding;
- (b) the prices tendered by the Tenderer for boiler replacement;

- 9.3 Tenderers should note that this is a demand led service and volumes and types of referrals will vary. Broadland cannot guarantee a minimum level of demand or the availability of any additional Council funding.

- 9.4 It is the Tenderer's responsibility to ensure that their submitted tender documentation is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. This Council is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions; but at its sole discretion, the Council may offer a Tenderer who submits such a tender the opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Council it does not adversely affect the integrity and fairness of the tender exercise.
- 9.5 After the opening of the Tenders by the Council, the Council reserves the right to approach any Tenderer for clarification of the whole or any part of its Tender including but not limited to the construction of the tender, the Tenderer's understanding of the specification and clarification re performance and quality indicators.
- 9.6 If post tender negotiations are required then the following rules will apply:
- (a) all Tenderers who meet the requirements of the contract shall be invited to participate;
 - (b) at least two officers of the Council will be present during the negotiations with a Tenderer;
 - (c) the negotiations shall be conducted on the Council's premises or by written or electronic correspondence but not by telephone or at the premises of the Tenderer;
 - (d) a written record of the negotiations will be kept;
 - (e) all amendments to tenders shall be put in writing signed by the Tenderer and incorporated into the contract.
- 9.7 Tenderers should include within their rates appropriate costs relating to vehicles, equipment, materials and to all works being undertaken safely, and the compliance with all statutory provisions and other rules or regulations relating to the Services including the Health and Safety at Work etc Act 1974 and Control of Substances Hazardous to Health Regulations (1988).
- 9.8 Tenderers should be aware of the European Acquired Rights Directive and/or Transfer of Undertaking (Protection of Employment) Regulations 2006.
- 9.9 No Tender or any part of it shall be deemed to have been accepted unless such acceptance shall have been expressly notified to the Tenderer in writing by the Council.
- 9.10 Tenderers should note that in the event that the Council considers a bid to be fundamentally unacceptable on a key issue, regardless of its other merits, that bid may be rejected.

10. COMMENCEMENT OF CONTRACT

The Contract shall be binding from the Contract Date. The Contract Date is the date on which the Council notifies the successful Tenderer in writing of the acceptance by the Council of the Tenderer's Form of Tender.

11. COMMENCEMENT OF SERVICES

The Tenderer shall be required to commence the provision of the Services on Monday 12 February 2018. The contract will be until 31 March 2019 at the earliest with the option to continue on a one year rolling basis provided good value for money is demonstrated.

12. TENDERER'S WARRANTIES

- 12.1. In submitting its Form of Tender the Tenderer warrants, represents and undertakes to the Council that:
- (a) it has complied in all respects with these Instructions for Tendering;
 - (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its employees or agents in connection with or arising out of the Tender (including the pre-qualification procedures) are true, complete and accurate in all respects;
 - (c) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender and that it has not submitted the Form of Tender and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) which may have been made by or on behalf of the Council;
 - (d) it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Tender Response Document;
 - (e) it has full power and authority to enter into the Contract and provide the Services;
 - (f) it is of sound financial standing and has and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to it to provide the Services in accordance with the Contract;
 - (g) it has obtained all necessary consents, licences and permissions to enable it to provide the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
 - (h) it will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and which is for the time being in the possession of the Tenderer, for the purposes of this Contract.

13. GENERAL

- 13.1. The Contract Documents will remain the property of the Council and shall be returned with the Tender, or if no Tender is submitted, upon demand.
- 13.2. The Council will publish the name of successful Tenderer(s).

2. FORM OF TENDER

To: Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU

The Contract for Energy Efficiency Improvement Services

FORM OF TENDER

To: Broadland District Council

We acknowledge that the expressions used in this Form of Tender shall have the meanings ascribed to them as set out in the Conditions of Contract, unless the context requires otherwise.

Having examined the Conditions, Specification, and all other documents contained or referred to in these Instructions for Tendering we offer to provide the Services in conformity with the Conditions, Specification, and all other such documents throughout the Contract Period, at the price set out in the Tender Response Document, in accordance with our Tender Response Document and your acceptance thereof and in accordance with the Form of Tender and appendices attached hereto.

We undertake to provide the Services throughout the Contract Period and to facilitate the handover of the Services at the end of the Contract Period.

If our Tender is accepted we will be insured by a policy or policies covering all liability referred to in this Contract Document which shall include a minimum indemnity for any one incident of **£10,000,000 in respect of employers liability, £5,000,000 in respect of third party (public) liability and comprehensive general liability insurance in respect any other liability arising under the Contract.**

Tender Price

In respect of the Services set out in the Specification we tender the indicative prices as set out in the Tender Response Document.

We understand that successful Tenderer(s) will be required to execute a formal agreement upon the terms of the Contract Documents (as defined in the Conditions of Contract attached to the Invitation to Tender)

We confirm that the contents of our Tender have not been agreed or arranged with any prospective competitor or trade association and will not be communicated to any third party

/.....

/.....

Yours faithfully,

Name of Firm or Company tendering:

Signature:

Designation:

Duly Authorised to sign on behalf of the above

Address:

.....

.....

.....

Date:

In the presence of:

Witness Signature:

Name:

Address:

Occupation:

3. COLLUSIVE TENDERING CERTIFICATE

To: **Broadland District Council, Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich, NR7 0DU**

The Contract for Energy Efficiency Improvement Services

COLLUSIVE TENDERING CERTIFICATE

We certify that this is a bona fide tender intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify 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) communicating with a person other than a person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.
- (b) entering into any agreement or arrangement with any other person that it shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said Contract any act or thing of the sort described above.

In the certificate the word "person" includes any persons and any body or association, corporate or unincorporated; and any "agreement" or "arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

SIGNED by [NAME])
duly authorised to sign for)
and on behalf of)
[NAME] Ltd/PLC)
in the presence of:)

Witness Signature:

Name:

Address:

Occupation:

4. CONDITIONS OF CONTRACT

1. Scope of Services

- 1.1. To promote and market the offer and to assess each property following enquiry, undertake an assessment detailing the previously installed and available measures and provide ECO/grant funding support for eligible measures.
- 1.2. The main focus will be improving insulation (in particular, loft, cavity and room in roof) and replacing like for like heating systems (gas, oil and storage heaters). Renewable technologies will be considered dependent on the availability of funding and the needs of the customer.

2. Promotion/Marketing

- 2.1. Joint branded promotion using the Council logo on an area by area basis to private sector residents. Areas to be agreed in advance.
- 2.2. Promotion will include direct mailing, social media and community engagement to all private sector households within the Council area illustrating the offer.
- 2.3. Local Authority data will be made available to assist in promotion.
- 2.4. Costs associated with promotional activities such as direct mailing to residents and social media marketing and support will be discussed in advance of activities taking place but will be covered by the contractor.
- 2.5. The Council will meet all costs associated with supporting promotional activities undertaken directly by the Council.
- 2.6. No cold calling will be adopted at any time in the marketing of the offer; community engagement will be completed following any promotional mailing.
- 2.7. The Council logo will be used by the contractor solely in respect to pre-agreed marketing activities with the Council and will not be used in any other manner.
- 2.8. Leads generated by the contractor will remain with that contractor unless they are unable to provide the measures needed by the client or on the express wish of the client. Leads generated by the Council will be distributed between contractors on the framework.

3. Enquiries

- 3.1. The contractor will provide a telephone contact number and will ensure that this telephone line is adequately manned to deal with the number of potential enquiries arising.
- 3.2. The contractor will provide an email address for referrals to be made. Referrals will generally be made by the Council once each week although 'emergency' referrals will be put through as they are received.

- 3.3. The contractor will contact the home owners / residents within 5 working days of referral to arrange a suitable appointment.
- 3.4. If the enquiry is made by a private tenant then the contractor will require the consent of the landlord in order to complete a survey/assessment.
- 3.5. If a sub-contractor is to visit the resident, the contractor will ensure that the resident is informed in advance of the name of the contractor who will be making the visit.

4. Assessments

- 4.1. The contractor will carry out an assessment in conformance with current standards and best practice and advise the resident as to the nature and extent of the possible work including the level of ECO or alternative grant funding available.
- 4.2. The contractor will complete a site specific risk assessment.
- 4.3. If access to the property is not available this will be recorded and a calling card left for the resident.
- 4.4. All data obtained by the contractor will be controlled in accordance with the Data Protection Act 1998.

5. Measures Considered

- 5.1. The priority insulation measures will be:
 - (a) Loft Insulation
 - (b) Cavity Wall Insulation
 - (c) Room in Roof Insulation
- 5.2. The priority heating measures will be like for like:
 - (a) Gas/Oil boiler replacements
 - (b) Replacement of storage heaters with high heat retention units
- 5.3. Other measures including first time heating systems and renewable technologies may be considered if relevant and appropriate.

6. Installation of measures

- 6.1. The contractor will provide the resident with a quotation for the works. The contract for the works will be between the contractor and the householder.
- 6.2. The contractor will ensure that all necessary statutory approvals and permissions have been obtained in advance of the works being booked.
- 6.3. On agreement for works to proceed to installation a suitable installation appointment will be booked with the resident.
- 6.4. On completion of the works a handover pack will be issued to the resident/landlord including warranties/guarantees where appropriate.
- 6.5. The contractor will be responsible for claiming any ECO funding available

6.6. The contractor will be responsible for the invoicing and collection of any client contributions outside of those receiving grant funding through the Council.

7. Auditing & Review

7.1. The contractor will provide the Council with regular data as agreed in advance.

7.2. The contractor will attend meetings with the Council as required

8. Variation

8.1. No variation of the provisions set out or referred to in this contract will be effective unless it is agreed in writing and signed by both parties.

9. Termination

9.1. Both parties may terminate this agreement at any time giving at least 1 months' notice in writing to the other party.

5. CONTRACT SPECIFICATION

1. To provide an end to end service offering energy efficient improvements to private sector home residents. The measures required are as follows:
 - (a) Loft Insulation
 - (b) Cavity Wall Insulation
 - (c) Room in Roof Insulation
 - (d) Gas/Oil boiler replacements and first time central heating systems
 - (e) Replacement of storage heaters with high heat retention units
 - (f) Other insulation or heating including renewable technologies as appropriate.

It is not essential for tenders to offer all measures in the pricing schedule. Tenders will be considered from contractors providing costings of at least three of the above measures.

2. The contractor will be required to access and process Energy Company Obligation funding on behalf of Norfolk's residents. Evidence of the availability of ECO funding must be submitted with the Tender Response Document.
3. Contractors must be familiar with the Council's ECO Flexible Eligibility Statement of Intent and refer possible candidates to the Council for further assessment. If eligible the Council will issue a declaration and the case will fall under standard ECO Order.
4. For monitoring purposes all measures fitted will be reported back to the Council.
5. Contractors must provide indicative pricing and ECO funding availability for insulation measures based on a typical three bedroom semi-detached property (90m² total floor area) for comparison.
6. Contractors must provide costings for like-for-like heating system replacements sufficient to heat a typical 3 bedroom semi-detached property. Details of the proposed boilers/heaters must be provided (i.e. make and model). Boilers must be a minimum of A rated for efficiency and electric heating must be high heat retention units. These prices will be fixed for the first year of the contract.
7. All other measures will be priced on a case by case basis as per a schedule of works provided by the Council.
8. All insulation measures must be covered by the appropriate guarantees (CIGA, SWIGA etc.)
9. All heating systems including boilers to have a minimum 5 year warranty.

SCHEDULE 'A' – TENDER RESPONSE DOCUMENT

| 1. TENDERER DETAILS | |
|------------------------------|--|
| 1.1 | Trading Name of the Organisation: |
| 1.2 | Contact Name for enquiries about this submission: |
| 1.3 | Contact Position (Job Title): |
| 1.4 | Address: Postcode: |
| 1.5 | Telephone Number(s): |
| 1.6 | Email Address: |
| 1.7 | Company website: |
| 1.8 | Registered Name of Organisation: |
| 1.9 | Registered Address: Postcode: |
| 1.10 | Company Registration No: |
| 1.11 | Date of formation and/or registration: |
| 1.12 | VAT Registration No: |
| 1.13 | Details of Contract Manager who will be dedicated to this contract: Name: Telephone Number: Email: |
| 2. STATUS OF TENDERER | |
| 2.1 | Is the tenderer a (please tick as appropriate) <ul style="list-style-type: none"> a) Public Limited Company <input type="checkbox"/> b) Limited Company <input type="checkbox"/> c) Company Limited by Guarantee <input type="checkbox"/> d) Partnership <input type="checkbox"/> e) Sole Trader <input type="checkbox"/> f) Charity <input type="checkbox"/> g) Franchise <input type="checkbox"/> h) Other (please specify) <input type="checkbox"/> |
| 2.2 | Are you tendering as the lead organisation in a consortium of organisations? YES/NO |
| | If YES to 2.2, please set out here who the member organisations of the consortium are, what their respective roles will be and state when the consortium was formed: |

| | |
|-----|-------------------------------|
| | |
| 2.3 | Number of employees in total: |

| | |
|-----------|---|
| 3. | OWNERSHIP |
| 3.1 | Is the Applicant a subsidiary of another company as defined by Section 1159 of the Companies Act 2006? YES/NO |
| | If YES to 3.1, give the following details in respect of the Holding/Parent company: Registered Name: Registered Office Address: Registration Number: Note: The Holding/Parent Company may be required to enter into a Deed of Guarantee, where a Contract is proposed with a subsidiary to indemnify against any losses, damages, costs which may be incurred by reason of any default on the part of the applicant. |
| 3.2 | Please give details of any changes of ownership in the last 3 years. |
| 3.3 | To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of Broadland District Council? YES/NO |
| | If YES to 3.3 please give details here: |

| | |
|-----------|--|
| 4. | FINANCIAL AND INSURANCE MATTERS |
| 4.1 | Are you able to provide a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position? Please include both with your tender response. YES/NO |
| | If you are not able to provide these documents please explain why: |
| 4.2 | Please provide details of all insurance cover currently in force: Public & Product Liability Insurance (£5m minimum) Level of cover held: £ Name of insurance company: Policy Number: Expiry Date: Employer's Liability Insurance (£10m minimum) Level of cover held: £ Name of insurance company: Policy Number: Expiry Date: |

| | |
|-----------|--|
| 5. | BUSINESS ACTIVITIES |
| 5.1 | Typically, when providing services of the type called for under this contract, would you engage with sub-contractors? YES/NO |
| 5.2 | If YES to 5.1. <ul style="list-style-type: none"> which elements of the service would typically be delivered by sub-contractors? |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Provide details here of any sub-contractors you intend to use • Please describe your procedures for identifying sub-contractors |
|--|--|

| | | | |
|-----------|---|-------------------------------|-----------------|
| 6. | EXPERIENCE | | |
| 6.1 | Please describe your experience in the last two years of providing contracted services similar to those being sought under this Contract. | | |
| | Name of Client | Brief Description of Contract | Start/End Dates |
| | | | |
| 6.2 | Has your organisation within the last 5 years: | | |
| | a) Incurred contract penalties, default notices, or payment of liquidated damages? | | YES/NO |
| | b) Withdrawn from a contract after the contract has been awarded (either before or after commencement of the contract) | | YES/NO |
| | c) Had a contract terminated by the client earlier than the originally intended end date? | | YES/NO |
| | If YES, please give details: | | |

| | | | |
|-----------|--|--|--------|
| 7. | TECHNICAL/ENVIRONMENTAL MANAGEMENT | | |
| 7.1 | Does your organisation have the relevant accreditation/registration required to carry out the requirements of this Contract? E.g. gas safe, Oftec, CIGA, SWIGA, PAS 2030. Please enclose copies of relevant documents to evidence this with your tender response document. | | YES/NO |
| 7.2 | Has your company been prosecuted or issued with an improvement notice for infringement of environmental legislation in the last 3 years? (if YES please provide details) | | YES/NO |
| 7.3 | Has there been any civil action against you in respect of the environment in the last 5 years? (if YES please provide details) | | YES/NO |

| | |
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| 7.4 | Is there any environmental related criminal or civil action pending? YES/NO (if YES please provide details) |
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| 8. | HEALTH & SAFETY |
| 8.1 | Do you hold any external health and safety accreditations? YES/NO If YES please provide the following details: Name of accreditation agency: Your accreditation reference number: Date accreditation valid until: Have you applied for membership if you are not already a member? YES/NO |
| 8.2 | Does your organisation have a written Health & Safety at Work Policy? YES/NO If YES please provide an up to date copy which should not be more than two years old, of your Health & Safety General Policy Statement, signed and dated by your Chairman, Chief Executive, Managing Director of Company Secretary. Please DO NOT submit your full Health & Safety policy or manual |
| 8.3 | Does your organisation have a Health & Safety at Work system? YES/NO |
| 8.4 | Please detail and Health & Safety Executive/Local Authority enforcing Action (e.g. prosecution or issue of improvement or prohibition notices) taken against your organisation in the past 3 years |

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| 9. | COMPLIANCE WITH CONTRACT REGULATIONS |
| 9.1 | Has your organisation of any of its directors or any other person who has powers of representation, decision or control of the organisation been convicted of any of the following offences: |
| | Conspiracy within the meaning of Section 1 of the Criminal Law Act 1977 (where the conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of the Council Joint Action 98/733.JHA YES/NO |
| | Corruption within the meaning of Section 1 of the Public Bodies Corrupt Practices Act 1989, Section 1 of the Prevention of Corruption Act 1906, corruption as defined in Article 3 of the Council Act of 26 May 1977 and Article 3(1) of the Council Joint Action 98/742.JHA YES/NO |
| | The offence of bribery YES/NO |
| | Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: |
| | i) The offence of cheating the Revenue YES/NO |
| | ii) The offence of conspiracy to defraud YES/NO |
| | iii) Fraud or theft within the meaning of Theft Act 1968 and the Theft Act 1978 YES/NO |
| | iv) Fraudulent trading within the meaning of Section 458 of the Companies Act 1985 YES/NO |
| | v) Defrauding HM Revenue & Customs within the meaning of the Customs & Excise Management Act 1979 and the Value Added Tax Act 1994 YES/NO |
| | vi) An offence in connection with taxation in the European YES/NO |

| | | |
|-----|---|--------|
| | Community within the meaning of Section 71 of the Criminal Justice Act 1968 | |
| | vii) Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of Section 20 of the Theft Act 1968 | YES/NO |
| | viii) Money laundering within the meaning of the Money Laundering Regulation 2003 and as defined in Article 1 of Council Directive 91.308.EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering. | YES/NO |
| 9.2 | Any other offence within the meaning of Article 45(1) of the Public Sector Directive | YES/NO |
| | Bribery within the meaning of section 1 or 6 of the Bribery Act 2010 | YES/NO |
| | Fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006 | YES/NO |
| | Making, adapting, supplying or offering to supply articles for use in frauds within the meaning of Section 7 of the Fraud Act 2006 | YES/NO |
| | An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1968 | YES/NO |
| | 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 | YES/NO |
| | For anywhere the answer is YES, please give brief details below: | |
| 9.3 | Do any of the following apply to your organisation or to any of the Directors/Partners/Proprietors? | |
| | In a state of bankruptcy (if an individual), insolvency, compulsory winding up (other than for the purpose of a bona fide reconstruction or amalgamation), administration, receivership, composition with creditors or an analogous state, or subject to relevant proceedings, or any similar procedure under national laws and regulations | YES/NO |
| | Has been convicted of a criminal offence related to business or professional conduct | YES/NO |
| | Has been guilty of grave misconduct in the course of business (or if an individual, in the course of his profession) | YES/NO |
| | Has not fulfilled obligations relating to payment of social security contributions, in accordance with the legal provisions of the country in which you are established or with those of the country of the contracting authority | YES/NO |
| | Has not fulfilled obligations relating to payment of taxes, in accordance with the legal provisions of the country in which you are established or with those of the country of the contracting authority | YES/NO |
| | Is guilty of serious misrepresentations in supplying information required by the Authority under the regulations | YES/NO |
| | Is not in possession of relevant licences or not a member of the appropriate organisation where required by law | YES/NO |
| | If the answer to any of the above is YES, please provide details here including what has been done to put things right. | |

QUALIFYING CRITERIA

The qualifying criteria relate to a Tenderer's suitability in respect of financial, technical and professional capacities and will be judged on a pass/fail basis. A number of qualifying criteria will be applied to the responses given by tenderers to the Tenderer Response Document. These criteria are essentially the minimum standards which the Tenderer will be required to meet or exceed.

| Qualifying Criteria | Assessment Rationale / Minimum Standards |
|----------------------------------|---|
| Financial Stability | <p>Financial status – as a minimum standard, there should be no material concerns as to the financial solvency of the tenderer, indicating that the contract may be satisfied. The minimum financial requirement for the purposes of the current tender exercise is that the cash flow forecast shows the ability to trade in year and bank confirmation of case and credit position</p> <p>Tenderers who are unable to meet the minimum financial requirement as stipulated above will fail.</p> |
| Insurance | <p>Tenderers must have the minimum levels of insurance which are as follows: £5m public/product liability insurance £10m employer's liability insurance Or the tenderer must be willing to increase current insurance levels to the above levels if they are successful in being awarded the contract.</p> <p>Any tenderer who does not currently meet the minimum insurance cover levels or is not willing to increase their insurance cover if awarded a position on the contract will fail</p> |
| Experience | <p>Tenderers should have a track record of delivering similar services in the last two years, ideally to a local authority. References are not sought at this stage but Broadland District Council reserves the right to take up references as part of any due diligence exercise undertaken prior to Contract award.</p> <p>Tenderers who cannot demonstrate a track record of delivering the required services for at least the last two years, potentially confirmed by references will fail</p> |
| Technical/ Environmental matters | <p>Tenderers must have answered YES to the requirements set out in section 7.1 of the tender response document, or been able to justify a NO to the satisfaction of the Council. Tenderers are required to demonstrate they have adequate processes in place to ensure regulatory compliance and that there has been no action taken against them, or if there has, that satisfactory remedial action has been taken.</p> <p>Any tenderer which does not meet the minimum requirements in section 7.1 as outlined above, or has had action taken against it which has not been satisfactorily remedied will fail</p> |
| Health & Safety | <p>Tenderers with more than 5 employees are required to demonstrate they have a formal H&S policy in place, demonstrated by answering the questions in section 9 of the tenderer response document and providing a copy of their H&S statement.</p> <p>Any tenderer with more than 5 employees without a H&S policy, and who doesn't enclose a statement will fail. Tenderers with 5 or fewer employees must evidence that if they have had any HAS prosecutions, satisfactory remedial action has been taken to prevent their future occurrence. Codes of practice for health & safety will form part of the contract.</p> |
| Convictions/ Offences | <p>Tenderers must answer all parts of Section 9 within the tender response document.</p> <p>Any tenderer who has been convicted of any of the offences listed in section 9 will fail</p> |

6. SCHEDULE 'B' – PRICING SCHEDULE

Please provide indicative costings for a typical three bedroom semi-detached property with an assumed 90m² total floor area. Assume the current heating system is a gas boiler.

| Measure | Type | In receipt of a means tested benefit or meeting flexible eligibility criteria | | Able to pay | | Referral Fee |
|---------------------------------|-------------------------|---|---------------------|---------------|---------------------|--------------|
| | | Amount of ECO | Client Contribution | Amount of ECO | Client Contribution | |
| Loft Insulation | Less than 100mm present | | | | | |
| | More than 100mm present | | | | | |
| Cavity Wall Insulation | Fibre | | | | | |
| | Bead | | | | | |
| Room in Roof Insulation | N/A | | | | | |
| External Wall Insulation | N/A | | | | | |

Please provide costings for like-for-like heating replacements i.e. the heating type will not change.

| Measure | Proposed make & model(s) | In receipt of a means tested benefit or meeting flexible eligibility criteria | | Able to pay | | Referral Fee |
|---|--------------------------|---|---------------------|---------------|---------------------|--------------|
| | | Amount of ECO | Client Contribution | Amount of ECO | Client Contribution | |
| Gas Boiler | | | | | | |
| Oil Boiler | | | | | | |
| Storage Heaters Must be replaced with high heat retention units Cost per heater including install | | | | | | |

7. TENDER CHECKLIST

This tender document should be completed in full. The following checklist is a reminder of what is required to be completed and submitted to Broadland District Council to form a complete Tender. Please ensure you have answered all questions and ensure that you have enclosed all relevant documents as requested.

| Please ensure that you have: | Please tick: |
|---|---------------------|
| Completed & Signed – Form of Tender | |
| Completed & Signed – Collusive Tendering Certificate | |
| Completed – Schedule A Tender Response Document including any copies of documentation requested | |
| Completed – Schedule B Price Schedule including evidence of availability of ECO funding | |