

**TENDERER'S RESPONSE**

**This document serves as an invitation to Tender for the Maintenance of Mechanical and Electrical Building Services for Sheffield Museums Trust.**

**Tenderers are to complete and return all required information by email to [nicholas.booth@sheffieldmuseums.org.uk](mailto:nicholas.booth@sheffieldmuseums.org.uk) by:**

**Closing: Wednesday 15 December 2021, 12 noon**

## Part A – Commercial Information

### A.1 Company/Organisation Identity

Question	Information required	Response
A.1.1	Company name of organisation submitting tender.	Details of organisation
A.1.2	Contact name and position in organisation.	
A.1.3	Company address.	
A.1.4	Contact telephone number.	
A.1.5	Contact e-mail address.	
A.1.6	Company website address.	
A.1.7	Company registered address if different from above.	
A.1.8	<p>Is your company:</p> <p>a. bidding to provide the service itself;</p> <p>b. bidding in the role of prime contractor and intends to use subcontractors to provide some services;</p>	<p>Indicate:</p> <p>“a” or “b” (providing details of the proposed supply chain, identifying the differing service/product deliverables and which organisation, where known, will provide them)</p>

### A.2 Legal/Organisational Status

Question	Information required	Response
A.2.1	Please confirm the form of the organisation/party submitting this ITT.	e.g. sole trader, limited liability partnership, private limited company, public limited company,
A.2.2	Country and date of incorporation/registration if other than in the UK (if applicable).	

A.2.3	Company registration number and date of registration (if applicable).	
A.2.4	VAT registration number.	
A.2.5	Charity number (if applicable).	
A.2.6	If your organisation is a subsidiary of another company as defined by section 1159 of the Companies Act 2006 please provide the name and registered office address of the holding or parent company and the ultimate parent (if applicable) and their registration number.	
<p><b>Note:</b> Sheffield Museums Trust may require the ultimate holding parent company to enter into a deed of guarantee, where a Contract is proposed with a subsidiary, to indemnify Sheffield Museums Trust against all losses, damages or costs which may be incurred by Sheffield Museums Trust by reason of any default on the part of the Potential Contractor and to guarantee performance of the Contract.</p>		
A.2.11	Name of ultimate parent company (if this applies).	
A.2.12	Companies house registration number of ultimate parent company (if this applies).	
<p><b>Note</b> – if a supply chain member (sub-contractor) is to be responsible for more than 25% of the delivery of the overall requirement then the sub-contractor should complete and submit as part of the overall ITT documentation, a questionnaire giving full details about their organisation.</p>		
A.2.13	Does your organisation and/or any named sub-contractors have any potential conflicts of interest that may arise if selected to deliver this project?	

### A.3 Area of Business

Question	Information required	Response	Scoring
A.3.1	Please indicate the principle areas of business activity of your organisation.		Not scored
A.3.2	Please indicate which elements if any of the services your organisation anticipates may be sub-contracted.		Not scored

## Part B – Criteria

### B1 First stage - Exclusion criteria

#### B.1.1 Financial Information

Please complete and sign Documents 4 and 5 which refer to the Potential Bidders' financial standing.

Question	Information required
B.1.1	Tenderers <u>must</u> provide the following:
	A Copy of your audited accounts for the more recent two years
	A statement of your turnover, profit & loss account and cash flow for the most recent year of trading
	Alternative means of demonstrating financial status if trading for less than a year

## B2 Second stage – Selection criteria

Question	Information required	Response
B.2.1	<p>Please provide comprehensive evidence of success in terms of your organisation's reputation and experience over the past five years in carrying out similar contracts.</p> <p>Evidence provided should include examples of previous relevant work.</p>	

Question	Information required	
B.2.2	Please provide details for two organisations for which you have undertaken similar work that will provide a reference. Sheffield Museums Trust will take up both of the references (by email), so please ensure that the contacts supplied will be happy to provide a reference for you.	
	Reference 1	Reference 2
Company name		
Company address		
Contact name		
Contact phone number		
Contact e-mail address		
Website address		
Contract start and end dates		
Value of contract		
Brief description of contract		

### B.2.3 Health and Safety

Question	Information required	Response
B.2.3	Please provide a general statement of intent, organisation and arrangements for health and safety (including being Covid-secure). Please enclose a copy of your current health and safety policy.	
	Signed by Potential Contractors nominated Health and Safety representative	Name: Position: Signature:



#### B.2.4 Equality and Diversity

Question	Information required	Response
B.2.4	Please confirm that it is the policy of your organisation and your named sub-contractors to comply with your statutory obligations with regards to the Equality Act 2010. Please briefly describe how you do that.	
	Signed by Potential Contractors nominated Equality and Diversity representative	Name: Position: Signature:

### B.2.5 Insurance statement

Question	Information required	Response
B.2.5	<p>Please describe the Public Liability insurance and other relevant insurances you have in place.</p> <p>Insurance documentation will need to be provided prior to works being commissioned.</p>	
	Signed by Potential Contractors nominated Insurance or Financial Lead representative	Name: Position: Signature:

**B3 Third Stage - Award Criteria**

Technical Criteria. Responses to the questions below will enable Sheffield Museums to assess tenderers in respect of the quality part of the evaluation. Answers shall be evaluated separately against the criteria specified in each question.

<b>B.3.1</b>	<b>Experience of similar work</b>
Weighting	<i>This question has a Medium Importance weighting.</i>
<p>Please describe how and why your company's experience will ensure the successful delivery of comprehensive yet competitive Mechanical and Electrical Buildings Maintenance Services for Sheffield Museums Trust</p> <p>Responses might include pen portraits of staff who will be working on the project or examples of similar work undertaken, and in particular any experience of work with museums, galleries or cultural organisations.</p>	
Empty response area	

<b>B.3.2</b>	<b>Emergency response</b>
Weighting	<i>This question has a Medium Importance weighting.</i>
<p>Please provide details of a proposed service agreement for emergency or urgent situations, outlining the criteria to be used for prioritising situations, and proposed response times.</p> <p>Please indicate if the response has been submitted on a separate document or appendix.</p>	
Empty response area	

## **Part C – Financial Proposal**

C.1.1 Please submit an appropriate cost breakdown as a financial proposal. This should reflect the requirements for Mechanical and Electrical Buildings Maintenance Services detailed in the invitation to tender document. A separate cost breakdown should be supplied for each of the sites included in the invitation to tender document. Any additional suggestions should be detailed separately to aid comparisons.

C.1.2 Please submit a separate document outlining standard cost rates for services that may be provided separately to this contract. This may include hourly labour charges, emergency or other response call-out charges, consumables charges.

C.1.3 The charges / prices must cover all requirements and services.

C.1.4 All prices are to be shown in pounds sterling, all pricing information will form the basis of any resultant Agreement.

C.1.5 The prices submitted shall be exclusive of Value Added Tax (VAT).

C.1.6 The price will remain fixed for the duration of the Agreement.

## DOCUMENTS

### Document 1 - Form of Tender

TO BE COMPLETED BY THE POTENTIAL CONTRACTOR

To: SHEFFIELD MUSEUMS TRUST

Provide Mechanical and Electrical Building Maintenance Services for Sheffield Museums Trust

From: [please insert your organisations name]

Having examined the Invitation to Tender and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender) for the above mentioned works, I/We hereby offer to undertake these works starting from the **Date of Commencement** stated above with conformity with the Contract Conditions, the Specifications and for the prices in the Pricing Documents. If this offer is accepted I / we will execute documents in the form of the Contract within 30 days of being called upon to do so.

Unless and until a formal Contract is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I / We understand that you are not bound to accept the lowest or any tender you receive.

I / We understand that no payment will be made for any expenses or losses incurred in the preparation of my / our tender.

I/we agree that this tender remain open for acceptance for 90 days after the closing date for submission.

I/we warrant that I/we have all the requisite corporate authority to sign this Tender.

Dated	
Signature	
Printed Name	
In capacity of (position)	
Duly authorised to sign for and on behalf of (Organisation Name)	
Postal address of Organisation	
Telephone Number	

## Document 2 - Anti-Collusion and Competition Code Certificate

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Tender for the provision of Mechanical and Electrical Building Maintenance Services for Sheffield Museums Trust

In recognition of the principle that the essence of selective tendering is that the Client shall receive bona fide competitive tenders from all those tendering I / WE CERTIFY THAT:-

- 1** This Tender is made in good faith, and that we have not fixed or adjusted the amount of the Tender by or under in accordance with any agreement or arrangement with any other person. I / we also certify that I / we have not and I / we undertake that I / we will not before the award of any Contract for the work:
  - (i)
    - (a) Communicate to any person other than Museums Sheffield as recipient of this Tender the amount or approximate amount of the Tender or proposed Tender, in accordance with any agreement so to communicate except where the disclosure, in confidence, or the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.
    - (b) Enter into any agreement or arrangement with any other person other than Museums Sheffield as recipient of this Tender that they shall refrain from tendering, that they shall withdraw any Tender once offered or vary the amount of any Tender to be submitted.
  - (ii) Pay, give or offer to pay or give any sum of money or other 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 work, any act or thing of the sort described at (i) (a) or (b) above.
- 2** I / we further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Tender and any Contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
- 3** In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the work” means the work in relation to which this Tender is made.
- 4** I/ We confirm that we fully comply with the Office of Fair Trading’s Competition Code of Conduct (“the Code”). I/we acknowledge and agree that if at any time we either fail to comply with the Code or if we are in breach of any representation made by us in this Certificate, Museums Sheffield may immediately reject any tender submission made by us, and disqualify us from consideration for appointment under this tender without compensation.



Dated	
Signature	
Printed Name	
In capacity of (position)	
Duly authorised to sign for and on behalf of (Organisation Name)	
Postal address of Organisation	
Fax Number	
Telephone Number	

In the presence of:

Signature	
Name	
Address	

### Document 3 - Anti-Canvassing Certificate

Tender for the provision of Mechanical and Electrical Buildings Maintenance Services for Sheffield Museums Trust

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer employee, or agent of Sheffield Museums Trust in connection with the award of this tender or any other tender or proposed tender for the Contract, and that no person employed by me/us or acting on your behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any Member, Officer or employee of Sheffield Museums Trust in connection with the award of this Tender or any other Tender or proposed Tender for the Contract, and that no person employed by me/us or acting on my/our behalf will do any such act.

Dated	
Signature	
Printed Name	
In capacity of (position)	
Duly authorised to sign for and on behalf of (Organisation Name)	
Postal address of Organisation	
Fax Number	
Telephone Number	

In the presence of:

Signature	
Name	
Address	

## Document 4 - Statement relating to good standing (part 1)

### Grounds for obligatory exclusion

#### Sheffield Museums Trust

Tender for the provision of Mechanical and Electrical Buildings Maintenance Services for Sheffield Museums Trust

We confirm that, to the best of our knowledge [Tenderers name] (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- (a) Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Authority Joint Action 98/733/JHA (as amended);
- (b) Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended) or Bribery Act 2010;
- (c) 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:
  - a. The offence of cheating the Revenue;
  - b. The offence of conspiracy to defraud
  - c. Fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
  - d. Fraudulent trading within the meaning of section 458 of the Companies Act 1985;
  - e. Defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
  - f. An offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
  - g. 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;
- (d) Money laundering within the meaning of the Money Laundering Regulations 2003; or
- (e) Any other offence within the meaning of Article 45(1) of the Public Sector Directive.;

Organisation	
Name of person signing	
Position	
Signature	
Date	

## Document 5 - Statement relating to good standing (part 2)

### Discretionary grounds for rejection

[Tenderers Name] (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is now established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Organisation	
Name of person signing	
Position	
Signed	
Date	

**Document 6 - Declaration**

**Tender for the provision of Mechanical and Electrical Buildings Maintenance Services for Sheffield Museums Trust**

I certify that the information supplied is accurate to the best of my knowledge and belief.

I understand that Sheffield Museums may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the select tender list.

Your specific attention will be drawn to the clause in the proposed Contract empowering Sheffield Museums Trust to cancel the Contract and to recover any loss from the Contractor if the Contractor has offered any gift or inducement of any kind in relation to obtaining the Contract.

Signed \_\_\_\_\_

Position held \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Before returning this application form, please ensure that you have: -

- Answered all questions.
- Enclosed all relevant documents.
- Completed the above declaration.

## APPENDICES

### Appendix A - Checklist of Attachments

Please ensure that the following key documents are included with your response

Question /Document	Applicable Question	Included
Parts A & B	Completed Questionnaires including an attachment of the relevant Financial Information to support part B – Economic and Financial Standing	YES / NO
Part C	Financial proposal	YES / NO
Document 1	(Signed and completed) Form of Tender	YES / NO
Document 2	(Signed and completed) Anti Collusion and Competition Code Certificate	YES / NO
Document 3	(Signed and completed) Anti Canvassing Certificate	YES / NO
Document 4	(Signed and completed) Statement relating to good standing (part 1)	YES / NO
Document 5	(Signed and completed) Statement relating to good standing (part 2)	YES/NO
Document 6	(Signed and completed) Declaration	YES / NO