

**INVITATION TO TENDER**

Residential Improvement Works

Darwin College & Willows Court

Reference: MH24\_007

Issued on 19/03/2025

Submission Deadline: 18/04/2025

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1. **BACKGROUND**

1.1 The University of Kent is one of the country’s leading academic institutions producing world-class research, rated internationally excellent and leading the way in many fields of study.

Granted the Royal Charter in 1965, the University of Kent is an exempt charity subject to the provisions of the Charities Act 2011.

The University of Kent has campuses in Canterbury and Medway.

The main campus in Canterbury is situated on 300 acres of park land and is half-an-hour’s walk from Canterbury’s historic city centre. Residential, teaching and administrative buildings are surrounded by green open spaces, fields and woods. It is a vibrant, friendly and cosmopolitan campus, with excellent sports and social facilities including a theatre, cinema and nightclub.

The University of Kent has over 17,500 students enrolled on courses and employs over 3,000 members of staff in both Canterbury and at the Medway campus. Approximately 5,250 students live on the Canterbury campus.

Further information about the University of Kent can be found at [www.kent.ac.uk](http://www.kent.ac.uk)

1. PROCUREMENT OPPORTUNITY
	1. The University of Kent is seeking to appoint a contractor to undertake minor improvements to existing student accommodation in Darwin College and Willows Court. The full specification can be found in Schedule 5 (Specification).
	2. On 19/03/2025 a Below Threshold tender notice was published by the University of Kent (“the Authority”) on the Central Digital Platform inviting expressions of interest from organisations wishing to be selected to tender for the above opportunity.
	3. This invitation has been issued to those having expressed an interest in the opportunity (the "Participants").
	4. **Defined terms** – The following defined terms are used in this ITT:
		1. "Act" means the Procurement Act 2023;
		2. "Authority" has the meaning given in clause 2.2;
		3. "Central Digital Platform" has the meaning given in regulation 5 of the Regulations;
		4. "Excluded Supplier" and "Excludable Supplier" have the meaning given in section 57 of the Act;
		5. "Participant" has the meaning given in clause 2.2;
		6. "Commencement Date" has the meaning given in clause 5.2;
		7. "Initial Term" has the meaning given in clause 5.2;
		8. "Portal" means EU Supply;
		9. "Regulations" means the Procurement Regulations 2024;
		10. "Renewal Period" has the meaning given in clause 5.2.
2. INDICATIVE PROCUREMENT TIMETABLE
	1. The intended timetable for this procurement is as follows:-

|  |  |
| --- | --- |
| Issue of ITT | 19/03/2025 |
| Deadline for receipt of clarification questions | 12:00 14/04/2025 |
| Deadline for submission of tenders | 12:00 18/04/2025 |
| Completion of evaluation | 25/04/2025 |
| Despatch of assessment summaries | 28/04/2025 |
| Intended Publication of Contract Details notice | 28/04/2025 |
| Expected end of voluntary standstill period | 07/05/2025 |
| Contract Award Date | Following expiry of voluntary standstill period |
| Intended commencement of contract | 23/06/2025 |

* 1. Participants should note that the Authority reserves the right to amend any of the dates and timescales referred to in this ITT at any stage in the tender process.
1. **PROCUREMENT** **PROCESS**
	1. **Procedure and Evaluation -** The procurement procedure being applied to the Contract is a ‘Regulated below-threshold’. The procedure being applied is set out in detail in Schedule 1 (Evaluation and Award Methodology).
	2. **Terms and conditions of participation -** Participants agree that participation in this tender is subject to the Terms and Conditions of Participation set out in Schedule 2 of this ITT.
	3. **Documents -** All information relevant to this opportunity can be found on the Central Digital Platform and EU Supply.
	4. **Site visit -** Any tenderers wishing to have a site may do so by via request via the EU Supply Tender Portal.
	5. **Evaluation** – Tenders will be evaluated in accordance with Schedule 1 (Evaluation and Award Methodology).
	6. **Further information** – The Authority may make a change to this ITT or the contract documents at any time by notice to all Participants remaining in the process. The Authority may also issue further information at any time by notice to all Participants remaining in the process.
	7. **Changes** – The Authority expressly reserves the right: (i) not to award any contract as a result of this procurement process; and (ii) to make whatever changes it may see fit to the content and structure of the tendering competition and the contracts. In no circumstances will the Authority be liable for any costs incurred by the Participants as a result of any such change or decision not to award.
	8. **Ending the procurement** – The Authority reserves the right at any time for any reason to abandon the procurement. As such, and notwithstanding any provision of this ITT, the Authority does not (by undertaking this procurement) agree to accept any tender, including the most economically advantageous tender. In no circumstances will the Authority be liable for any costs incurred by the Participants if the procurement is abandoned.
	9. **Due diligence** – Participants will be entirely responsible for carrying out and funding their own due diligence at a level appropriate to them.
	10. **No conflicts of interest –** A Participant must ensure that it and each subcontractor, agent, or adviser with which it engages in connection with the procurement process does not have a conflict of interest with the Authority or otherwise which may affect the procurement process. Where a Participant identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the Authority without delay and assist the Authority in the management of that conflict or risk, to the extent that is possible. The Authority reserves the right to exclude a Participant from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.
2. CONTRACT
	1. Subject to clauses 4.7 and 4.8 the Authority will enter into a contract with the successful Participant. The contract terms will incorporate those set out in Schedule[s] 1-11 of this ITT.
	2. The Contract shall commence on the date to be advised by the Authority in the Contract Award Document issued to the Contractor in due course (the "**Commencement Date**") and (subject to clauses 5.3 and 5.4 below) is intended to continue until completion (the **"Initial Term**").
	3. The estimated value of the Contract is **£800,000**.
	4. The Authority does not undertake to purchase Goods and/or Services exclusively from the Contractor and does not undertake to purchase any minimum quantities or place any minimum orders from or with the Contractor. Any quantities and/or values of Goods and/or Services stipulated in this ITT should be considered non-binding and indicative estimates only.
	5. Participants may not qualify the terms of the contract in their tender response.
	6. If Participants have any queries regarding the terms of the contract, they may submit comments via the Portal. The deadline for receipt of such comments is **12:00 14/04/2025.**
	7. If the Authority considers it appropriate to do so, it may reissue the form of contract to incorporate some, or all of the comments submitted by the Participants. All Participants will be required to tender on the basis of the same terms and conditions.
	8. Please see clause 8.1 of Schedule 2. Tenders submitted are offers capable of acceptance.
3. **COMMUNICATIONS**
	1. **Point of contact** – The Authority will conduct all communication relating to this procurement through the Portal. That is the designated point of contact. If there is a technical failure or the Authority for some other reason elects, all Participants will be given an alternative designated point of contact. If you have any issues with the Portal, please contact the EU Supply (Mercell) Helpdesk on 0800 840 2050.
	2. **Single point communication** – Participants must communicate only through the Portal (except as set out in clause 6.3). No representative of a Participant should contact any other person at the Authority on any matter connected to this procurement except with the prior approval of the Authority's designated point of contact.
	3. **Requests for clarification** – Participants shall make clarification and information requests through the Question and Answer facility on the Portal. Both questions and their answers will be available to all Participants unless otherwise agreed with the Authority (through its designated point of contact) and if agreement cannot be reached the Authority may decline to answer the question if that would be, in the Authority's opinion, inconsistent with its obligations under public procurement law. Participants should note that it is their responsibility to monitor the portal regularly for any postings which may be relevant to their tender submission.
	4. **Participant’s confidentiality obligations** – Each Participant must keep this ITT and all information contained in it, and appended to it, confidential and must ensure that each of its employees, agents, advisers and sub-contractors is placed under a similar obligation. Please see Schedule 2 (Terms and Conditions of Participation) for more details.
	5. **Sharing information** – The Authority may share any information provided by a Participant with its advisers and members of the evaluation team.
4. SUBMISSION INSTRUCTIONS
	1. **Form of submissions** – All Participants must use the template submission document issued with this ITT at Schedule 3B when submitting their tender submission.
	2. **Format** – All Participants shall submit one electronic copy of their tender submission using the Portal. The documents which require signatures should be signed, scanned as an image and submitted. The originals should be retained by the Participant and may require to be delivered to the Authority.
	3. **Language** – All submissions must be in English.
	4. **Word limit** – Participants must ensure that they comply with any stated word limit indicated in the template. Additional information in excess of any such word limit will be disregarded.
	5. **Supporting documents** – Participants should only submit additional information or documents if directed to do so with a clear reference on each additional information item to the question to which it relates. Unreferenced additional information may be discounted. Marketing and/or promotional literature or any other additional information not requested should not be included and will be discounted.
	6. **Date and time** – Tender submissions should be submitted using the Portal by **12:00 18/04/2025.**
	7. **Use of Artificial Intelligence** – AI tools can be used to improve the efficiency of your bid writing process, however they may also introduce an increased risk of misleading statements via ‘hallucination’. Your submission should clearly identify any instances where AI or machine learning tools, including large language models have been used to generate written content, or support your bid submission.
5. **TUPE**
	1. Participants should note that the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) may apply in respect of the award of the contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) may transfer to the successful Participant on the commencement of the contract.
	2. Participants shall take legal advice to determine the effect of the Transfer of Undertakings (Protection of Employment) Regulations on any staff employed in pursuance of this contract and to carry out any actions the regulations may require. It is the successful Participant's responsibility to consider whether or not TUPE applies and the successful Participant should take their own legal advice as to whether TUPE will apply and the financial implications for their Tender.
	3. Participants should note that all TUPE information is provided on the basis that it is confidential and must not be used, other than in connection with this Tender. TUPE information will be made available on request provided that the request confirms that the information will be treated as confidential, that it will be destroyed once its purpose has been served and that the Participant will warrant to the Authority that it has been destroyed.
	4. Please submit a request for TUPE information [for the Lot/s you intend to bid for] using the Portal. Once confirmation is received that the information will be treated confidentially and destroyed once its purpose has been served, the information will be sent to the requesting bidder.
	5. The TUPE information is provided to support Participants to assess and price the potential employment costs and liabilities and indicate their plans for transferring employees in their Tenders.
	6. The Authority accepts no liability whatsoever for any loss or damage suffered by any Participant who submits a successful bid pursuant to this invitation should it subsequently be held that such bid and the award of the contract to the successful Participant does or does not constitute a transfer within the meaning of TUPE. The Authority will not indemnify the successful Participant against any such loss.
	7. The TUPE information will be provided by the existing provider(s) and, therefore, the Authority does not warrant the accuracy or completeness of this information and does not accept any liability ensuing from any inaccuracy in, or omission from, the information.

**SCHEDULE 1: EVALUATION and award methodology**

**Procurement procedure**

* + - 1. The procurement procedure being applied to the Contract is a “below threshold” procedure. The most advantageous submission will be identified by a five-step process as set out in more detail in this Schedule.

**Process**

* + - 1. The most advantageous submission will be identified by a five-step process.
				1. **Procurement specific questionnaire**: Participants must submit a completed Procurement Specific questionnaire (PSQ) with their request to participate. The PSQ is enclosed at Schedule 7 of this ITT. Where a Participant is a consortium, all members of the consortium must complete a PSQ. The part of the PSQ concerning conditions of participation only requires to be completed by the lead member of the consortium.
				2. **Stage one (Completeness check):** The first step will be a completeness check. A complete submission is one which has been received by the deadline for submission of tenders, is substantially complete and complies substantially with the requirements of this ITT. Clarification and further information may be sought from Participants in order to determine if a submission is complete. The Authority may exclude at this stage any submission that is not complete and may reject any tender submission which is submitted late.
				3. **Stage two (Exclusion of excluded and excludable suppliers)**: The Authority will exclude any supplier that is an Excluded Supplier or an Excludable Supplier based on its response to the PSQ. The Authority will identify Excludable Suppliers based on the discretionary exclusion grounds identified in paragraph 4 of this Schedule 1. Participants must also upload core supplier information to the Central Digital Platform and confirm to the Authority that they have done so.
				4. **Stage three (Application of conditions of participation):** The Authority will check that each submission satisfies the conditions of participation set out in this ITT on the basis of the PSQ returned by the Participant. Clarification and further information may be sought from Participants. The Authority may exclude at this stage any submission that does not satisfy the conditions of participation set out in paragraph 5 of this Schedule 1. Participants must also upload core supplier information to the Central Digital Platform and confirm to the Authority that they have done so.
				5. **Stage four (Evaluation and selection of most advantageous tender):** The third step will be to evaluate those submissions other than those rejected as not compliant, or not meeting the conditions of participation, in order to determine the most advantageous tender, using the criteria detailed in clause 6 below.

**Standstill to entry into contract(s)**

* + - 1. The Authority will issue assessment summaries to the successful and unsuccessful.
			2. Once the voluntary standstill period has ended (being 8 working days from the date of the contract award notice), the Authority intends to enter into a contract with the successful Participant. The Authority shall conclude the contract by issuing a contract award document. In addition, the Authority may send the Participant a legal agreement for signature for its records and in such circumstances the Participant shall countersign and return the legal agreement to the Authority promptly (and no later than 7 days from the date of receipt of such legal agreement).
			3. The Authority may ask the successful Participant to provide verification of statements made in its PSQ to confirm that it satisfies the conditions of participation and to confirm it is not an Excluded or Excludable Supplier.

**Excludable Suppliers**

* + - 1. The Authority will exclude any Participant to whom any of the following exclusion grounds apply:

|  |  |  |
| --- | --- | --- |
| **Discretionary exclusion ground** | **Statutory reference** | **Applied to this procurement (Y/N)** |
| Labour market misconduct (order made in UK against Participant or connected person) | Schedule 7 paragraph 1 | Y |
| Labour market misconduct (outside UK) | Schedule 7 paragraph 2 | Y |
| Labour market misconduct (evidence of offence under specified legislation) | Schedule 7 paragraph 3 | Y |
| Environmental misconduct | Schedule 7 paragraph 4 | Y |
| Insolvency, bankruptcy, etc | Schedule 7 paragraph 5 | Y |
| Participant or connected person has suspended or ceased carrying on all or a substantial part of its business. | Schedule 7 paragraph 6 | Y |
| Potential competition infringements – Chapter I | Schedule 7 paragraph 7 | Y |
| Potential competition infringements – Chapter II | Schedule 7 paragraph 8 | Y |
| Regulator decision in respect of competition infringement – Chapter II | Schedule 7 paragraph 9 | Y |
| Potential competition infringements – cartel offence | Schedule 7 paragraph 10 | Y |
| Professional misconduct | Schedule 7 paragraph 11 | Y |
| Breach of contract and poor performance | Schedule 7 paragraph 12 | Y |
| Acting improperly in procurement | Schedule 7 paragraph 13 | Y |
| National security | Schedule 7 paragraph 14 | Y |

**Conditions of participation**

* + - 1. The Authority has set out the conditions of participation in the table below. More detail is set out in the PSQ.

|  |  |  |  |
| --- | --- | --- | --- |
| **PSQ question number** | **PSQ question** | **Scoring methodology** | **Minimum pass score to participate** |
| 13 | Please confirm that you satisfy the following minimum requirements which the authority has set as conditions of participation:The University has specified a minimum financial threshold. You will need to confirm that you meet or exceed this threshold.  | Pass / Fail  | Please confirm that your organisation has a minimum annual turnover of £1,800,000. |
| 15 | Insurance Levels | Pass / Fail  | Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:a. Employer’s (Compulsory) Liability Insurance\* = £5mb. Public Liability Insurance = £5mc. Professional Indemnity Insurance = £5md. Product Liability Insurance = £5m |

* + - 1. In order to facilitate the Authority's assessment of a Participant's economic and financial standing, the Authority will assess turnover relative to the Contract Value. Participants are asked to provide information on their two most recent accounts, and upon request, provide copies of the most recent audited accounts or up to date financial statements where full audited accounts cannot be provided. The minimum criteria are set out in the table above. The Authority may require further information from a Participant in order to consider if the Participant presents an unacceptable level of financial risk.
			2. Participants must achieve at least the minimum pass score for all questions. Any Participant that does not achieve the minimum pass score for any question will be excluded at Stage 1 Phase 3 and its submission will not be further considered for the award of the Contract.
			3. Further instructions on what Participants should consider in relation to their response on financial standing is set out in the PSQ.
			4. The PSQ acts as a self-declaration for Participants. The Preferred Bidder will be required to provide all requested certificates and documentation before being awarded the Contract. However, the Authority can ask any Participant to submit their evidence at any point in the procurement process, if this is necessary, to ensure that the process is carried out properly and in a timeous manner to meet with the procurement’s programme requirements.

**Award Criteria**

* + - 1. The headings in this paragraph identify the criteria and sub-criteria against which Participants will be scored. Figures in brackets after each criterion or sub-criterion are the percentages of the total score available which are allocated for that criterion or sub-criterion. More information on each criterion is provided below.
			2. **Commercial – 60%**
				1. Participants must complete the pricing pro-forma enclosed at Schedule 6.
				2. The price will be evaluated as follows.

Each Participant’s total cost will be compared against the lowest cost submitted. This allows the Authority to calculate the percentage of marks to be awarded and this percentage is then applied to the total number of marks available for pricing 60%.

Each response will be compared to the lowest total price or percentage as indicated in the following formula: Score = [[Lowest Price in £/Participant’s Price in £] x price weighting]. Results will be rounded to 2 decimal places.

* + - 1. **Technical – 40%**
				1. Participants must submit a single response to each of the questions listed in the Technical Questionnaire document enclosed at Schedule 8. For each question, only the information you provide specifically within that specific single question will be considered in evaluating your answer to that particular question. Any documentation uploaded elsewhere, or information not detailed within that single question response document, will not be considered in the evaluation of that question.
				2. The STQs and the weightings allocated to each of them are set out in the table below.

|  |  |  |
| --- | --- | --- |
| **Technical questionnaire question number** | **Question**  | **STQ question weighting** |
| 8.1.1 | Experience  | 5% |
| 8.1.2 | Approach  | 6% |
| 8.1.3 | Resources  | 5% |
| 8.1.4 | Quality  | 6% |
| 8.1.5 | Programme  | 8% |
| 8.2.1 | Account Management  | 3% |
| 8.2.2 | Performance Monitoring  | 2% |
| 8.2.3 | Added Value Services  | 2% |
| 8.2.4 | Carbon Emissions  | Information Only  |
| 8.2.5 | Sustainability  | 2% |
| 8.2.6 | Social Value & Community Benefits | 1% |
| 8.2.7 | Student Experience  | Information Only |

* + - * 1. The Technical Section will be scored by an evaluation panel made up of relevant officers using a pre-defined scoring methodology as defined below. The scoring system should be read in conjunction with the submission requirements set out in Schedule 3. The weightings allocated to each criterion will be applied to the relevant score to produce a weighted score. The aggregate weighted score will then be calculated.

*Scoring Methodology*

|  |  |  |
| --- | --- | --- |
| **Scoring range = 0-5** | **Categorisation** | **Evaluation description** |
| **0** | **Cannot be scored** | No response has been provided or the response provided does not adequately address the relevant question to allow for a proper assessment to be made.  |
| **1** | **Poor**  | The response provides inadequate detail and does not demonstrate that the supplier meets the requirements in most of the areas with omissions in relation to the proposed solution to deliver the service. As a result, the scorer lacks confidence that the supplier understands the requirements and is capable of delivering them.  |
| **2** | **Below expectations** | The response contains some omissions and / or is not well supported by evidence / examples. As a result, the scorer has some concerns about the supplier’s ability to deliver / that they have failed to meet a reasonable standard.  |
| **3** | **Adequate** | The response demonstrates an understanding of the requirement but lacks evidence, detail and/or assurance to support how the requirements will be met.  As a result, the scorer has some confidence that the supplier understands the requirements but has some reservations of their capability of delivering them due to lack of evidence support this.  |
| **4** | **Good** | The response demonstrates with a good level of detail, evidence and/or assurance how most of the requirements will be met in all key areas but may have a small number of minor reservations.  As a result, the scorer is confident that the supplier understands the requirements, is capable of delivering them to a good standard.  |
| **5** | **Excellent** | The response is comprehensive and well evidenced demonstrating expertise and knowledge incorporating value & other points of innovation aligned to the organisations’ tender requirements. The response fully captures the understanding of the steps involved to deliver the aspects of the question posed. As a result, the scorer has a very high level of confidence of the Bidder’s experience and ability to deliver to a high standard.  |

* + - 1. **Final Score and Award**
				1. The final score will be calculated based on the Most Advantageous Tender by combining all the scored elements in accordance with the weightings set out in the scoring matrix below. It is intended that the Contract shall be awarded to the highest scoring Participant.

*Scoring matrix*

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Weighting** | **Sub-criteria** | **Criteria weighting** |
| Qualification (PSQ) | Pass/Fail | Pass/Fail | Pass/Fail |
| Commercial | 60% | N/A | 60% |
| Technical | 40% | Technical Requirements  | 30% |
| Institutional Requirements  | 10% |
| **TOTAL** | **100%** |  | **100%** |

* + - * 1. The Authority is not bound to accept the lowest cost or any Tender.

**SCHEDULE 2: TERMS AND CONDITIONS OF PARTICIPATION**

**Confidentiality and Freedom of Information**

* + - 1. Information provided by the Authority in this ITT must be treated by Participants as private and confidential.
			2. All information submitted by Participants to the Authority may need to be disclosed and/or published by the Authority in compliance with its obligations pursuant to the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. The Authority may also disclose all information submitted by Participants to its auditors and advisers.
			3. Participants should clearly identify any information included in their submissions which they consider to be confidential, or which contains personal data for the purposes of the Data Protection Act 2018 and the UK GDPR (which has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), and explain in broad terms (in an accompanying letter) what harm might result from disclosure and/or publication of such information. The Authority will have regard to this information, but receipt or evaluation by the Authority of any material marked 'confidential' or equivalent should not be taken to mean that the Authority accepts a duty of confidence in relation to that information. Participants should be aware that, even if a candidate has indicated that information is confidential, the Authority may disclose this information to its auditors where it sees fit and may have to disclose it to comply with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.
			4. The Authority may publish the names and contact details of organisations (and individuals named as contacts) who submit submissions.
			5. At the conclusion of the tender process, information about the winning Participant and its tender (including price information) may be published by the Authority.

**Costs**

* + - 1. Participants are responsible for meeting all costs they incur in participating in this procurement process. The Authority shall not be liable for any costs incurred by Participants and shall not make any contributions to Participants’ costs.

**Canvassing**

* + - 1. Without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Participant may attract, the Authority may disqualify any Participant which, in connection with this procurement:
				1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the Project; or
				2. does anything which would constitute a breach of the Bribery Act 2010; or
				3. canvasses any of the persons referred to in clause 3.1.1 in connection with the Project; or
				4. contacts any officer of the Authority prior to the contract being awarded about any aspect of the Project in a manner not permitted by this ITT (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Participant of such officer for the purpose of the Project).

**Conflicts of interest**

* + - 1. A Participant must ensure that it and each subcontractor, agent or adviser with which it engages in connection with the procurement process does not have a conflict of interest with the Authority or otherwise which may affect the procurement process. Where a Participant identifies a conflict of interest, or the risk of a conflict of interest, it must disclose that conflict or risk to the Authority without delay and assist the Authority in the management of that conflict or risk, to the extent that is possible. The Authority reserves the right to exclude a Participant from the process if a conflict of interest exists which cannot be effectively remedied by other less intrusive measures.

**Non-collusion**

* + - 1. Without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Participant may attract, the Authority may disqualify any Participant which, in connection with this procurement:
				1. fixes or adjusts the amount of its submission by or in accordance with any agreement or arrangement with any other Participant; or
				2. enters into any agreement or arrangement with any other person that it shall refrain from making a submission or as to the amount of any submission to be submitted; or
				3. causes or induces any person to enter into such agreement or arrangement as is mentioned in either clauses 5.1.1 or 5.1.2 or to inform any Participant of the amount or approximate amount of any rival submission; or
				4. communicates to any person other than the Authority the amount or approximate amount of its proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or where both are acting as members of a consortium which has made a submission).
			2. Each Participant is required to return a certificate confirming non-collusion with its submission – please see Schedule 4.

**Reserved rights**

* + - 1. The Authority reserves the right to change the basis of the procedures for or to discontinue this procurement process, and not to award a contract pursuant to it. The process does not in any way bind the Authority to award a contract. Under no circumstances shall the Authority incur any liability in respect thereof.
			2. The Authority reserves the right to review the economic and financial standing or technical or professional ability of a Participant if there are changes in the Participant's circumstances at any time during the procurement procedure, particularly if there is a change to the constituent members of a consortium Participant, or any change of identity, control, financial standing or other factor which may have affected the assessment of the Participant at the pre-qualification stage. Following such a review, the Authority reserves the right to disqualify a Participant if the changed circumstances mean that, had they arisen before the pre-qualification process, the Participant would not have been shortlisted to be invited to tender and/or progressed to Stage 3 (Evaluation and Award Stage).

**Consortia applications and group companies**

* + - 1. Where the successful candidate is a consortium, the members of it may be required to enter into the contract (and any other ancillary contracts) with the Authority on a joint and several basis.

**Entry into contract**

* + - 1. Tenders received will be offers capable of acceptance by the Authority. In addition the Authority may draw up a contract for signature by it and the successful Participant. All tenders submitted to the Authority must remain open for acceptance for a period of 90 (ninety) days from the Tender closing date.

**Incomplete Tenders**

* + - 1. Participants must ensure that all documentation has been properly completed and that all information requested in this ITT has been clearly and accurately stated in the tender submission, as failure to do so may result in the tender submission not being considered. Likewise, if a Participant fails to provide any documentation subsequently requested as part of a Request for Documentation, this could result in the Participant being excluded from the tender process thereafter.
			2. If it is apparent that a Participant has submitted a fundamentally non-compliant tender submission in respect of any of the ITT requirements, the Authority may choose to reject that Tender and continue to assess the other Tenders, as appropriate. However, clarification may be sought from such a Participant to determine whether their tender submission could be made complete and compliant. In the event that the Authority requires clarification in respect of such a tender submission, this must be provided to the Authority within two (2) Working Days of request.

**Abnormally Low Tenders**

* + - 1. Where the Authority considers any Tender to be abnormally low, the Authority will request an explanation, in writing, from the Participant of the prices or costs proposed in a Tender; and assess the information provided in response by the Participant. If the explanations and information provided do not account, to the Authority's satisfaction, for the level of prices or costs proposed in the Tender, the Authority may reject the Tender.

**SCHEDULE 3: SUBMISSION REQUIREMENTS**

**Part A**

1. The Authority requires Participants to make their submissions in the form of the document issued with this ITT. Part B of this Schedule 3 contains the form of the tender submission.
2. Participants must complete the documents specified at Part B of this Schedule 3 in the form provided. Participants should not seek to change the order of the information in the form. The text under each heading describing the required content of the section should be deleted and the Participant’s text inserted in its place.
3. The documents which require signatures should be signed, scanned as an image and submitted. The originals should be retained by the Participant and must be delivered to the Authority on request.

**Part B**

TENDER SUBMISSION TEMPLATE

1. **Procurement specific questionnaire (PSQ)**

Please provide a completed procurement specific questionnaire (enclosed at Schedule 7).

2. **Price**

Please complete the financial pro-forma (enclosed at Schedule 6). All costs should be stated in pounds sterling (£).

3. **Quality**

Please provide a completed technical questionnaire (enclosed at Schedule 8).

4. **Form of submission certificate**

The submission should include the signed submission certificate on the Participant’s headed paper in the format enclosed at Schedule 4.

5. **Offer**

The submission should include the signed offer on the Participant’s headed paper in the format enclosed at Schedule 10.

**SCHEDULE 4: SUBMISSION CERTIFICATE**

This certificate must be printed on the headed paper of the Participant in the form of a letter addressed to the Authority. The certificate must be returned with each submission.

1. Date

This certificate is dated [Participant to insert date]. It relates to our submission for the Invitation to Submit a Tender for the Residential Improvement Works - Darwin College & Willows Court

1. Procurement specific questionnaire (PSQ) confirmation

We confirm that our response to the procurement specific questionnaire is true and accurate in all material aspects as at the date of this certificate.

1. Canvassing

We certify that in making this submission we have not (and will not have before the award of any contract for the work):

* 1. offered any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the Project; or
	2. done anything which would constitute a breach of the Bribery Act 2010; or
	3. canvassed any of the persons referred to in clause 3a of this Submission Certificate in connection with the Project; or
	4. contacted any officer of the Authority prior to the contract being awarded about any aspect of the Project in a manner not permitted by this procurement (including without limitation a contact for the purposes of discussing the possible transfer to our employment of such officer for the purpose of the Project).
1. Non-collusion

We certify that this submission is made in good faith and that we have not (and will not have before the award of any contract for the work):

* 1. fixed or adjusted the amount of our submission by or in accordance with any agreement or arrangement with any other Participant; or
	2. entered into any agreement or arrangement with any other person that the other person shall refrain from making a submission or as to the amount of any submission to be submitted; or
	3. caused or induced any person to enter into such agreement as is mentioned in either clauses 4a or 4b of this Submission Certificate or to inform us of the amount or approximate amount of any rival submission; or
	4. communicated to any person other than the Authority the amount or approximate amount of our proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or where both are acting as members of a consortium which has made a submission).
1. Use of Artificial Intelligence

We certify that we have clearly identified any text forming part of our submission which has been generated by artificial intelligence or machine learning tools, including large language models, and that any such text has been checked and verified for accuracy.

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 “work‟ means the work in relation to which this submission is made.

Signature………………………………………………

in the capacity of …………………………………….

Name (Block Capitals) ……………………………….

Authorised to sign the submission for and on behalf

of…………………………………………....

SCHEDULE 5 – SPECIFICATION

5.1 Overview

5.1.1 The University is seeking a competent, experienced building contractor to undertake improvement works to student residential accommodation located in Darwin College and Willows Court. The works in general comprise decorating and replacement flooring.

 **Darwin Houses (excl studio flats)**

 Abingdon (excl kitchen), Barrington, Bethray, Bindloe, Finch, Harris, Hutton (excl kitchen), Iguana, Jemmy Button, Keeling, Port Louis, Wilberforce, Wormstone (excl kitchen).

 **Darwin Flats:**

 Block H, I, J and K

 **Willows Court:**

 Houses 1-10

5.1.2 The successful Contractor shall be required to undertake the work during a specific period which shall commence on 23rd June 2025 and must be completed within a 13 week period with completion by 19th September 2025. Work to the Darwin Flats cannot commence until the 18th August 2025 and must be complete by the 19th September 2025.

5.1.3 Darwin College is located on the east side of the Universities Canterbury Campus, Willows Court is located on the west side of the campus amongst the Parkwood student housing estate.

1.4 The University retains the right to let this project as three separate contracts to individual contractors or as a whole to one contractor.

5.2. Specification

5.2.1. The contractor shall undertake the following works, existing floor plans have been provided:

 **Darwin Houses:**

The contractor shall allow to remove, store and reinstall all furniture both loose and fixed to enable decorating and floor replacement to be undertaken (excl kitchen fittings)

 To all wood work and metal work, prepare, undercoat and provide a final coat of satinwood paint

 To all artexed ceilings prepare and apply 2 coats of brilliant white matt emulsion paint

 To all plastered walls prepare and apply 2 coats of matt emulsion paint (colour to be confirmed), feature walls may require additional coats to cover.

 To all kitchen and bathroom ceilings prepare and apply 2 coats of brilliant white eggshell paint.

 To all kitchen and bathroom walls prepare and apply 2 coats of eggshell paint (colour to be confirmed), feature walls may require additional coats to cover.

 Remove existing floor coverings throughout, prepare sub surface and latex.

 To all bedrooms, 1st and 2nd floor hallways and stairs lay Burmatex Arctic carpet tiles.

 Replace existing contrasting nosings to stairs with new from Gradus or similar and approved.

 To ground floor corridor, kitchen, toilet and store cupboard lay Polyflor Polysafe Stone FX vinyl flooring. Mastic seal all edges with colour matched mastic.

 To bathrooms, remove ceramic tiled coved upstand and make good walls, lay Polyflor Polysafe Hydro Evolve vinyl flooring coved up walls and capped in accordance with manufacturer’s instructions. Sanitaryware to be temporary removed and reinstalled to enable vinyl to be installed under.

 Remove and clean all lighting diffusers.

 Allow a Provisional sum of £5000.00 to undertake additional maintenance works

 **Willows Court:**

The contractor shall allow to remove, store and reinstall all furniture both loose and fixed to enable decorating and floor replacement to be undertaken (excl kitchen fittings)

To all wood work and metal work, prepare, undercoat and provide a final coat of satinwood paint

 To all artexed ceilings prepare and apply 2 coats of brilliant white matt emulsion paint (note that the existing artex is highlighted as containing asbestos)

 To all plastered walls prepare and apply 2 coats of matt emulsion paint (colour to be confirmed), feature walls may require additional coats to cover.

 To all kitchen and bathroom ceilings prepare and apply 2 coats of brilliant white eggshell paint.

 To all kitchen and bathroom walls prepare and apply 2 coats of eggshell paint (colour to be confirmed), feature walls may require additional coats to cover.

 Remove existing floor coverings throughout, prepare sub surface and latex.

 To all bedrooms, 1st and 2nd floor hallways and stairs lay Burmatex Arctic carpet tiles.

 Replace existing contrasting nosings to stairs with new from Gradus or similar and approved.

 To ground floor corridor, kitchen, toilet and store cupboard lay Polyflor Polysafe Stone FX vinyl flooring. Mastic seal all edges with colour matched mastic.

 To bathrooms, remove ceramic tiled coved upstand and make good walls, lay Polyflor Polysafe Hydro Evolve vinyl flooring coved up walls and capped in accordance with manufacturer’s instructions. Sanitaryware to be temporary removed and reinstalled to enable vinyl to be installed under.

 Remove and clean all lighting diffusers.

 Allow a Provisional sum of £5000.00 to undertake additional maintenance works

**Darwin Flats:**

The contractor shall allow to remove, store and reinstall all furniture both loose and fixed to enable decorating and floor replacement to be undertaken, excluding the fixed vanity unit and wardrobe which is to remain.

 No works are required to the shower rooms which were recently refurbished.

 To all wood work and metal work, prepare, undercoat and provide a final coat of satinwood paint. External flat entrance door and frame to be decorated both sides.

 To bedroom doors, prepare and apply 2 coats of satin clear varnish

 To all plastered ceilings prepare and apply 2 coats of brilliant white matt emulsion paint

 To all painted exposed brickwork walls prepare and apply 2 coats of matt emulsion paint (colour to be confirmed).

 To toilet ceilings prepare and apply 2 coats of brilliant white eggshell paint.

 Remove existing floor coverings throughout, prepare sub surface and latex.

 To all bedrooms and corridor lay Burmatex Arctic carpet tiles.

 Replace existing coir mat to flat entrance door with new.

 Remove and clean all lighting diffusers.

 To bedrooms, remove existing notice boards and replace with new felt faced noticeboard to match.

 To the existing toilet undertake the following works:

 Remove existing sanitaryware, tiled splash back and back boards and frame behind the toilet.

 Remove ceramic tiled coved flooring and make good sub base and walls, lay Polyflor Polysafe Prestige vinyl flooring coved up walls and capped in accordance with manufacturer’s instructions.

 Install a new IPS 3 panel system to replace existing timber panelling, Armitage Venestta or similar and approved.

 Install Alto Whiterock cladding system (colour: white) to all walls and window cill and reveals strictly in accordance with manufacturers instructions. All joints to be welded. Allow to box around vertical pipes.

 Install new Armitage Shanks Contour WC with soft closed lid and concealed 6 litre cistern complete with overflow and panel mounted flush handle.

 Install new Ideal Standard Sandringham wall mounted wash hand basin with Contour monobloc mixer tap. Adapt pipework to suit with new isolation valves and pvc bottle trap waste.

 Install new wall mounted mirror over basin.

 Replace existing light fitting with new Thorlux Dot surface mounted fitting.

 Fixed shut existing pvc window and remove and make good handle set, remove glass and replace with an insulated panel. Install in panel a new Vent Axia low voltage extract fan and wire as the shower room.

 Allow a Provisional sum of £5000.00 to undertake additional maintenance works.

5.3 DDA / Accessibility

5.3.1 All works undertaken shall be Disability Discrimination Act (DDA) compliant and to current Building Regulations and British Standards.

5.4 Waste

5.4.1. The safe removal of all waste associated with this work will be the sole responsibility of the Contractor and associated paperwork and or consignment notes must be provided the Estates Department’s Contract Manager as part of the contract.

5.5 Clearing the Work Area

5.5.1. During the Works, the work area in corridors must be kept reasonably clear and free from obstruction. At the end of each day the Contractor will ensure all materials and work equipment is suitably stored and does not cause an obstruction or health and safety risk in the corridors.

5.6 Institutional Requirements

5.6.1 Health and Safety

5.6.1.1. The Contractor is required to comply with the University of Kent “Code of safe Working Practices for Contractors and in particular when working in occupied areas. Please refer to <https://www.kent.ac.uk/estates/contractors.html>

5.6.1.2. The Contractor must provide the University of Kent’s Estates Department with a copy of their Risk Assessment/Method Statement for this work prior to commencement of work.

5.6.1.3. The Contractor shall ensure appropriate tools and equipment are employed and noted within the Method Statement.

5.6.1.4. A list of any known issues or hazards will be provided to the Contractor. It is the responsibility of the Contractor to have a suitable Risk Assessment in place for this work.

5.6.1.5. The Contractors’ operatives must also have suitable knowledge, experience and training for the works and tasks they are undertaking. The University of Kent’s Estates Department may ask for these training records.

5.6.1.6. The Contractor must comply with the Governments Working Safely during Covid-19 Guidance and the University’s Covid-19 Guidance for the site.

5.6.1.7. The Contractor must demonstrate good health and safety practices at all times and this will include but is not limited to:

* Using low voltage equipment and extension leads
* Using correct PPE at all times
* Providing the materials and consumables and ensuring the University of Kent’s Estates Department have copies of the relevant COSHH data sheets
* Ensure the work area is kept free of dirt and liquid spills used in the cleaning process

5.6.2. Account Management

The contractor will nominate a named individual to be responsible for this contract. This representative will be the main point of contact for the University for any matters that require escalation where there has been a breach of protocol or a reportable incident.

5.6.3 Added Value Services

The University is seeking a partnership with the chosen contractor, not simply a transactional relationship. This means both parties should be seeking to identify activities that will add value to the contract and seek continuous improvements.

5.6.4.Sustainability

The University requires a contractor that will ensure that all of the University’s environmental requirements are catered for. The University wishes to minimise the environmental impacts of its operations and its supply chain. Contractors will be expected to describe what they consider to be.

The University also requires a contractor that is able to promote social value and support community benefits such as targeted recruitment and training, small business and social enterprise development, environmental improvement, community engagement or reducing energy / water use and carbon emissions.

5.6.5 Student Experience

The University asks its suppliers to help provide useful experience for our students. Depending on the size and nature of your business and your business needs, engagement with our students could include some of the following:

**Work Placements**

* Hosting an undergraduate student on a project-based micro-placement (40 hours)
* Setting work-based projects for single or group of students
* Employing a student on a sandwich year (one-year paid placement between second and third year)
* Working with the University to take on a student or graduate intern

**Supporting academic delivery**

* Co-designing programme content with academics
* Joining one of our industry expert panels
* Assessing student projects

**Developing Employability Skills**

* Conducting mock interviews
* Becoming a mentor to one of our students or recent graduates
* Delivering talks or lectures to our students

**Employment Opportunities**

* Partnering with the University to recruit our graduates into graduate roles
* Recruiting our students and graduates
* Having a stand and meeting students at one of our recruitment or careers fairs
* Sponsoring a student

5.7 Invoicing and Payments

7.1. The University’s standard payment terms are 30 days on receipt of invoice.

7.2. A retention of 2.5% of the full payable sum shall apply for a twelve (12) month period.

7.3. Stage payments will be agreed with the successful Contractor.

7.4. Payments will be made within 30 days from receipt of a correctly and accurately submitted invoice.

7.5. Invoices not authorised by the Project Manager will not be processed for payment until the queries are resolved.

5.8 General Information

5.8.1 Communication

5.8.1.1. The format for communications and timing of responses is to be agreed at the pre-start meeting.

5.8.2 Environmental & Waste

5.8.2.1. The Contractor is required to comply with the University of Kent’s Environmental Policy. Please see https://www.kent.ac.uk/safety/env/pages/env-policy.html

5.8.2.2. Where waste material is historic University equipment e.g. time expired actuators, then this material can be disposed of via the University’s recycling centre. The waste must be disposed of in line with University policy.

Links & Documents

5.8.2.3. The Contractor shall note the following documents contained on the Estates Department website:

• For general information on Working with the University of Kent. The link includes information on the Permit to Work, Permit to work in Occupied Area, Working with Asbestos and Code of Safe Working Practices for Contractors.

<https://www.kent.ac.uk/estates/contractors.html>

• For Public Documents relating to Health and Safety:

<https://sharepoint.kent.ac.uk/Estates/HandS/Public%20documents/Forms/AllItems.aspx>

• For general information on the Estates anti-bribery and corruption policy:

<https://www.kent.ac.uk/estates/files/contractors/anti-bribery-and-corruption.pdf>

* For Estates Asbestos procedures:

<https://sharepoint.kent.ac.uk/Estates/HandS/_layouts/15/WopiFrame.aspx?sourcedoc=/Estates/HandS/Public%20documents/asbestos.pdf&action=default>

• For Health and Safety reporting procedures:

<https://sharepoint.kent.ac.uk/Estates/HandS/_layouts/15/WopiFrame.aspx?sourcedoc=/Estates/HandS/Public%20documents/health_safety_procedures.pdf&action=default>

• For Signing In/Out Terms and Conditions and Procedures:

[https://www.kent.ac.uk/estates/notifications/Terms&Conditions.html](https://www.kent.ac.uk/estates/notifications/Terms%26Conditions.html)

5.9 Articles of Agreement and Conditions of Contract

The form of contract will be the 2024 edition of the JCT Minor Works Building Contract (MW 2024).

The contract will be executed as a Deed.

All parts of the Contract Conditions will apply, a schedule of the Recitals, Articles, Clause headings and amendments follows, the Contractor shall allow for any costs necessary for the observation thereof.

Articles of Agreement

after “The Employer “University of Kent, Canterbury, Kent CT2 7NN”, insert ‘The Employer is the University of Kent whose registered address is at The Registry Building, University of Kent, Canterbury, Kent, CT2 7NZ.

Recitals

First

The employer wishes to have the following works carried out: Residential Improvement Works, Darwin College and Willows Court

after “under the direction of the” delete the word “Architect”.

Second

after “the drawings numbered” delete the words “/listed in”.

after “the drawings numbered” insert the following drawings numbers:

Third

after “priced specification ” “Work Schedule” delete the words “or provided a Schedule of Rates”.

Articles

Article 3: Architect/Contact Administrator:

delete the word “Architect” in line one and any subsequent reference to “Architect”.

Contracts Administrator:

“the Director of Commercial Services and Estates or his representative of University of Kent, Canterbury, Kent CT2 7NN”.

Article 4: CDM Co-ordinator shall read Principal Designer:

Article 4 Complete

Article 5: Principal Contractor:

Article 5 complete

Contract Particulars – will be completed as follows:

|  |  |  |
| --- | --- | --- |
| Fourth Recital & Schedule 2 Paragraph 1. 1, 1. 2, 1, 5, 1. 6, 2. 1 & 2. 2  | Base Date | February 2025 |
| Fourth Recital and Clause 4.2 | Employer at the Base Date  | is a contractor. |
| Fifth Recital  | CDM Regulations | is not notifiable. |
| Sixth Recital | Framework Agreement  | is not applicable. |
| Seventh Recital and Schedule 3  | Collaborative working Health & Safety Cost savings & value improvements Sustainable development and environmental considerationsPerformance Indicators and Monitoring Notification and negotiation of DisputesWhere paragraph 6 applies, the nominees of the Employer is | Paragraph 1 appliesParagraph 2 appliesParagraph 3 appliesParagraph 4 appliesParagraph 5 appliesParagraph 6 appliesDirector of Commercial Services and Estates or his representative. |
| Article 7:  | Arbitration  | does not apply. |
| 1.1  | CDM Planning Period: | 2 weeks  |
| 2.2 | Date for commencement of the Works: | 23rd June 2025 |
| 2.2 | Date for completion:  | 19th September 2025 |
| 2.8 | Liquidated Damages: | at the rate of £1000.00 per week or part thereof. |
| 2.10 | Rectification period: | 12 Months from the date of practical completion |
| 4.3 | Percentage of the total value of work etc: | 95 per cent. |
| 4.4 | Percentage of the total amount to be paid to the Contractor: | 97.5 per cent. |
| 4.8.1 | Supply of documentation for computation of amount to be finally certified | 3 Months from the date of practical completion |
| 4.11 & Schedule 2 | Contribution, levy and tax changes: | delete this clause. |
| 5.3.2  | Contractors insurance: injury to persons or property | £10,000,000.00 |
| 5.4A, 5.4B and 5.4C  | Insurance of the works: | clause 5.4B/ 5.4C applies. |
| 5.4A.1 and 5.4B.1.2  | Percentage to cover professional fees: | 15 per cent |
| 7.2 | Adjudication: | the adjudicator is the President or Vice-President of the Royal Institution of Chartered Surveyors. |
| Schedule 1 (paragraph 2.1): | Arbitration | delete this clause.  |

Conditions

Section 1: Definitions and Interpretation

1.1 Definitions

1.2 Agreement etc. to be read as a whole

1.3 Headings, references to persons, legislation etc.

1.4 Reckoning period of days

1.5 Contracts (Rights of third parties) Act 1999

1.6 Notices and other communications

1.7 Applicable law

Section 2: Carrying out the Works

2.1 Contractors Obligations

2.2 Commencement and completion

Insert the words at the end of clause 2.2 “The works should commence within 2 weeks of an official order (allowing the CDM planning period and time for orders to be placed and delivery lead in times).”

2.3 Architect / Contract Administrator’s duties

2.4 Correction of inconsistencies

2.5 Divergences from Statutory Requirements

2.6 Fees & charges legally demandable

2.7 Extension of Time

2.8 Damages for non-completion

2.9 Practical completion

2.10 Defects

2.11 Certificate of making good

Section 3: Control Of The Works

3.1 Assignment

3.2 Person-in-charge

3.3 Sub-contracting

3.4 Architect / Contract Administrator’s instructions

3.5 Non-compliance with instructions

after “if within 7 days” insert the words “(or in the case of emergency works, 24 hours and urgent works, 5 working days. (NOTE: In the case of emergency call outs where there is potential risk to the public, the response should be within 4 hours)”.

3.6: Variations NOTE: The Contract Specification may contain schedules and/or schedule of rates but will be referred to throughout as the Specification

3.7 Provisional Sums

3.8 Exclusion from the Works

3.9 CDM Regulations – Undertakings to comply

3.10 Appointment of successors

Section 4: Payment

4.1 VAT

4.2 Construction Industry Scheme (CIS)

4.3 Progress payments and retention

4.4 Interim payments on and after practical completion.

4.5 Payment – amount and notices.

4.6 Failure to pay amount due

4.7 Contractors right of suspension

4.8 Final certificate

4.9 Failure to pay final amount

4.10 Fixed price

4.11 Contribution, levy and tax changes

Section 5: Injury, Damage and Insurance

5.1 Liability of contractor – personal injury or death

5.2 Liability of contractor – injury or damage to property

5.3 Contractor’s insurance of his liability

5.4A Insurance of the Works by Contractor in Joint Names

5.4B Insurance of existing structures and the Works by Employer in Joint names.

5.4C Insurance of existing structures by Employer in own name.

5.5 Evidence of insurance

Section 6: Termination

6.1 Meaning of insolvency

6.2 Notices under section 6

6.3 Other rights, reinstatement

6.4 Default by Contractor

6.5 Insolvency of Contractor

6.6 Corruption

6.7 Consequences of termination under clauses 6.4 to 6.6

6.8 Default by Employer

6.9 Insolvency of Employer

6.10 Termination by either Party

6.11 Consequences of termination under clauses 6.8 to 6.10

Section 7: Settlement of Disputes

7.1 Mediation

7.2 Adjudication

7.3 Arbitration

Schedules

Schedule 1 delete

Schedule 2 Fluctuations Option – Contribution, levy and tax changes

Schedule 3 Supplemental Provisions

Clause No: 3.3 – delete from line two the words “the financial benefit” and from line four/five the words “the share of the financial benefit to be paid to the Contractor and”

SCHEDULE 6 – PRICING SCHEDULE



SCHEDULE 7 – PROCUREMENT SPECIFIC QUESTIONNAIRE

Residential Improvement Works - Darwin College & Willows Court - MH24\_007

**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 United Kingdom supplier or treaty state supplier as defined by the Procurement Act (referred to as the “Act”) 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. Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.
4. The Procurement Specific Questionnaire (PSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:
5. **Part 1 - confirmation of core supplier information:** suppliers participating in procurements are now expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at https://www.gov.uk/find-tender. Part 1 provides confirmation that you have taken these steps.
6. **Part 2 - additional exclusions information:** the Act provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). You must submit your own (and your connected persons') exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to you or connected persons and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
7. You will need to also share additional exclusions information for any suppliers that you are relying on to meet the procurement’s conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the authority. This should be done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).
8. In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), you will need to share an exhaustive list of all your intended sub-contractors, which will be checked against the debarment list. If a sub-contractor is unknown at the start of the procurement (or brought in during it), you should state this clearly and provide relevant details of the sub-contractor once their identity and role is confirmed. This information should be shared with the authority as soon as possible and at least by final tenders.
9. **Part 3 - conditions of participation:** contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier’s legal and financial capacity or their technical ability.
10. Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the authority. This might include a pass or fail mechanism, or a threshold which you must meet. Under certain procurement processes, the authority might use the information shared via the PSQ as part of a selection process to limit the number of participating suppliers. **Where this is the case, the authority will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in the tender notice.**
11. Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to details of the winning supplier’s associated persons, details of the winning supplier’s connected person information, and for certain procurements over £5 million, details of unsuccessful bidders.
12. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you (for example because it relates to consortium bids or subcontractors and this is not relevant to you), please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
13. 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: Your information and the bidding model.** |

|  |  |
| --- | --- |
| **Part 1** | **Your information**This section seeks background information about the bidder. It is not evaluated but completion is mandatory. |
| **Question No.** | **Question** | **Response** |
|  | ***Preliminary questions*** |  |
| 1 | Name (if registered, please give the registered name) |  |
| 2 | Central digital platform unique identifier |  |
| 3 | Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide: a. the name of the group/consortiumb. the proposed structure of the group/consortium, including the legal structure where applicablec. the name of the lead member in the group/consortiumd. your role in the group/consortium (e.g. lead member, consortium member, sub-contractor) |  |
| 4 | Where applicable, please confirm the lot(s) you are bidding for |  |
| 5 | Are you on the debarment list? |  |
|  | ***Confirmation of core supplier information*** |  |
| 6 | Please confirm that you have submitted up-to-date core supplier information on the CDP and share this with information with us via the CDP (either a share code or PDF download). This must include:a. basic informationb. economic and financial standing informationc. connected person information (persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies)d. exclusion grounds information |  |

|  |
| --- |
| **Part 2: additional exclusions information** |

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| **Part 2** | **Additional exclusions information** This section seeks background information about the bidder, associated persons and subcontractors. It is not evaluated but completion is mandatory. |
| **Question no.** | **Question** | **Response** |
|  | ***Associated persons*** |  |
| 7 | Are you relying on any associated persons to satisfy the conditions of participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor).Where applicable, conditions of participation are outlined in Part 3***If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).*** |  |
| 8 | For each supplier/associated person, please confirm which condition(s) of participation you are relying on them to satisfy. |  |
| 9 | For each associated person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download):a. basic informationb. economic and financial standing information ***(if they are being relied upon to meet conditions of participation regarding financial capacity)***c. connected person informationd. exclusion grounds information |  |
| 10 | Please confirm if any of your associated persons are on the debarment list. |  |
|  | ***Intended subcontractors*** |  |
| 11 | Please provide: a. a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain)b. their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalentc. a brief description of their intended role in the performance of the contract***If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q12 are not applicable.***If a sub-contractor is unknown at the start of the procurement (or brought in during it), state this clearly. Relevant details of the sub-contractor should then be provided once their identity and role is confirmed. This information should be shared with the authority as soon as possible and at least by final tenders. |  |
| 12 | Please confirm if any intended sub-contractor is on the debarment list. |  |

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| **Part 3: questions relating to conditions of participation** |

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| **Part 3A** | **Standard questions** |
| **Question no.** | **Question** | **Declaration** |
|  | ***Financial capacity to perform the contract*** |  |
| 13 | Please confirm that you satisfy the following minimum requirements which the authority has set as conditions of participation:**The University has specified a minimum financial threshold. You will need to confirm that you meet or exceed this threshold.** **Please confirm that your organisation has a minimum annual turnover of £1,800,000.** |  |
| 14 | Are you relying on another supplier to act as a guarantor?If so, please provide their name and evidence of their economic and financial standing. |  |
| 15 | Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:a. Employer’s (Compulsory) Liability Insurance\* = £10mb. Public Liability Insurance = £10mc. Professional Indemnity Insurance = £5md. Product Liability Insurance = £5m\*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf.  |  |
|  | ***Legal capacity to perform the contract*** |  |
| 16 | Please confirm that you satisfy the following minimum requirements which the authority has set as conditions of participation: N/A |  |
| 17 | Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects.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 UK data protection law 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 UK (if such transfers will take place)● to maintain records of personal data processing activities ● to regularly test, assess and evaluate the effectiveness of the above measures |  |
|  | ***Technical capacity to perform the contract*** |  |
| 18 | In the table below please provide details of up to three contracts to meet conditions of participation relating to technical ability set out in the ITT, in any combination from either the public or private sectors (which may include samples of grant-funded work). Where this procurement is for goods or services, the examples must be from the past three years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided.For consortium bids, or where you have indicated that you are relying on an associated person to meet the technical ability, you should provide relevant examples of where the associated person 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 members of the special purpose vehicle or sub-contractors (three examples are not required from each member).If you cannot provide at least one example of previous contracts, in no more than 500 words please provide an explanation for this and how you meet the conditions of participation relating to technical ability. |  |

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|  | **Contract 1** | **Contract 2** | **Contract 3** |
| Name of customer organisation who signed the contract |  |  |  |
| Name of supplier who signed the contract |  |  |  |
| Point of contact in the customer’s organisation. |  |  |  |
| Position in the customer’s organisation |  |  |  |
| E-mail address |  |  |  |
| Description of contract. |  |  |  |
| Contract Start date. |  |  |  |
| Contract completion date. |  |  |  |
| Estimated contract value |  |  |  |

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| 19 | **Experience of sub-contractor management**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) (which may be the intended sub-contractor(s) for this procurement or any others used previously).The description should include the procedures you use to ensure performance of the contract. |  |
| 20 | **Organisational standards**Where conditions of participation have specified organisational qualifications or standards, please provide details of how these are met, or other equivalent standards that equal or exceed what has been requested. |  |
| 21 | **Health and safety**Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the contract (including risks from the use of contractors, where relevant). |  |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading.

I declare that, upon request and without delay I will provide any additional information requested of us.

I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this procurement.

I understand that our organisation may be excluded from the procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this procurement.

I am aware of the consequences of serious misrepresentation.

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| Signature (electronic is acceptable) |  |
| Date  |  |

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| **Contact details of those making the declaration** |
|  | Response |
| Contact name |  |
| Name of organisation |  |
| Role in organisation |  |
| Phone number |  |
| E-mail address  |  |
| Postal address |  |

SCHEDULE 8 – TECHNICAL QUESTIONNAIRE

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| **8.1 Technical Requirements** |

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| **8.1.1 Experience** |
| The University is seeking a competent, experienced building contractor to undertake improvement works to student residential accommodation located in Darwin College and Willows Court. The works in general comprise decorating and replacement flooring.In order to demonstrate these requirements can be met it is essential that any potential Contractor can demonstrate current and substantial experience with a similar set of requirements that the University is requesting.Please confirm that you are able to meet these requirements and also provide evidence of previous relevant experience of completing the required works.**Weighting: 5%****Max word count: 1000** |
| [Insert your response here] |

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| **8.1.2 Approach** |
| The University of Kent is seeking to appoint a contractor to undertake minor improvement to existing student accommodation in Darwin College and Willows Court.Please provide details of how you will approach and carry out the works. **Weighting: 6%****Max word count: 1000** |
| [Insert your response here] |

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| **8.1.3 Resources** |
| Please provide an organisation chart with the proposed team for this project, clearly indicated together with their CV’s detailing their qualifications, knowledge and expertise ideally on a similar projects. Company brochures will not be accepted, and all information provided must be project specific. Please provide the details of who the main contact who will be responsible for the managing the University’s requirements and will be the main point of contact for the University.**Weighting: 5%****Max word count: 500** |
| [Insert your response here] |

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| **8.1.4 Quality**  |
| The University requires a contractor that is able to ensure that a high quality of work is maintained throughout the project. How do you plan to maintain an acceptable standard of quality of work/workmanship at all times?**Weighting: 6%****Max word count: 500** |
| [Insert your response here] |

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| **8.1.5 Programme**  |
| The successful Contractor shall be required to undertake the work during a specific period which shall commence on 23rd June 2025 and must be completed within a 13 week period with completion by 19th September 2025. Work to the Darwin Flats cannot commence until the 18th August 2025 and must be complete by the 19th September 2025.Please provide a draft programme of works detailing how the works will meet the indicated dates. How will you ensure the project is delivered on time? **Weighting: 8%****Max word count: 1000** |
| [Insert your response here] |

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| **8.2 Institutional Requirements** |

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| **8.2.1 Account Management**  |
| The successful supplier will nominate an individual to be responsible for this contract. This representative will be the main point of contact for the University and for any matters that require escalation where there has been a breach of protocol or a reportable incident.The dedicated Account Manager will be responsible for:* Attending regular review meetings
* Monitoring the Key Performance Indicators
* Providing the required Management Information to the University

Please confirm who would be the University’s contact and also describe what escalation procedures would be in place should any matter need to be raised with them.**Weighting: 3%****Max word count: 500** |
| [Insert your response here] |

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| **8.2.2 Performance Monitoring**  |
| The successful contractor is required to provide the University with Performance Management Information to ensure that high standards are maintained throughout the lifetime of this contract. Please outline how you will support the University with the monitoring of this contract.**Weighting: 2%****Max word count: 500** |
| [Insert your response here] |

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| **8.2.3 Added Value Services**  |
| The University is seeking a partnership with the chosen supplier, not simply a transactional relationship. This means both parties should be seeking to identify activities that will add value to the contract and seek continuous improvements.Please describe any added value services which could be provided to the University.**Weighting: 2%****Max word count: 500** |
| [Insert your response here] |

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| **8.2.4 Carbon Emissions** |
| The University requires the provider to supply the Carbon Emissions of the service for Scope 3 reporting. The Supplier will be required to report the data required to enable the University to report on the emissions from this contract. Please confirm your acceptance to this requirement and provide details on how you will achieve this. **Weighting: Information Only****Max word count: 500** |
| [Insert your response here] |

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| **8.2.5. Sustainability** |
| The University requires a provider that is able to support the objectives of its Sustainability Strategy and delivery of an Environmental Management System to the ISO14001 standard through demonstrating how it is taking steps to minimise the environmental impact across four priority areas:Climate – How will you support us to achieve Net Zero operational and supply chain emissions by 2050 including supporting our reporting on carbon emissions.Ecological – How will you protect and enhance the natural environment through responsible use of natural resources and reducing pollution risks. Waste and Circular Economy – How you will adopt circular economy principles to reduce and manage waste in the supply chain, including packaging waste.Sustainable Operations – How will you effectively manage the delivery of goods and services to the University to reduce the impacts of vehicle traffic on the local environment.Please confirm your acceptance to these requirements and provide details of initiatives you have undertaken to minimise the environmental impact impacts (including details of compliance to any relevant legislation) or create/enhance any positive impacts of your business activities across these priority areas. If you have a published strategy or action plan in place to develop the sustainability competence of your organisation and your supply chain, or you operate an Environmental Management System certified to ISO14001 please provide details. **Weighting: 2%****Max word count: 1000**  |
| [Insert your response here] |

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| **8.2.6 Social Value & Community Benefits** |
| The University requires a supplier that is able to promote Social Value and support community benefits such as targeted recruitment and training, apprenticeship schemes and investment in the local community to the University. Please describe what Social Value activities you propose to deliver through the life of the contract.**Weighting: 1%****Max word count: 500** |
| [Insert your response here] |

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| **8.2.7 Student Experience** |
| The University asks its suppliers to help provide useful experience for our students. Depending on the size and nature of your business and your business needs, engagement with our students could include some of the following:* **Work Placements**
	+ Hosting an undergraduate student on a project-based micro-placement (40 hours)
	+ Setting work-based projects for single or group of students
	+ Employing a student on a sandwich year (one-year paid placement between second and third year)
	+ Working with the University to take on a student or graduate intern
* **Supporting academic delivery**
	+ Co-designing programme content with academics
	+ Joining one of our industry expert panels
	+ Assessing student projects
* **Developing Employability Skills**
	+ Conducting mock interviews
	+ Becoming a mentor to one of our students or recent graduates
	+ Delivering talks or lectures to our students
* **Employment Opportunities**
	+ Partnering with the University to recruit our graduates into graduate roles
	+ Recruiting our students and graduates
	+ Having a stand and meeting students at one of our recruitment or careers fairs
	+ Sponsoring a student

Can you indicate which of the above opportunities for engagement you are able to offer our students.**Weighting: Information only****Max word count: 500**  |
| [Insert your response here] |

SCHEDULE 9 – COMMUNITY BENEFITS

**Not Used**

SCHEDULE 10 – OFFER

This offer is dated [insert date]. It relates to our submission for the Invitation to Submit a Tender for the Residential Improvement Works - Darwin College & Willows Court.

Our submission to you is an offer which is capable of legal acceptance by you to create a contract between us. This offer shall remain valid and in effect for a period of 90 days following the date of submission.

Signature………………………………………………

in the capacity of …………………………………….

Name (Block Capitals) ……………………………….

Authorised to sign the submission for and on behalf

of…………………………………………....

SCHEDULE 11 – TERMS AND CONDITIONS OF CONTRACT

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