



Homes  
England

Making homes happen

# Homes England Invitation to Tender

Cottam Hall North, GCN Surveys

OFFICIAL

# Contents

|       |  |                                     |
|-------|--|-------------------------------------|
| 1.    | Introduction and Background .....                            | 1                                   |
| 1.1   | Introduction .....   | 1                                   |
| 1.2   | Contract Background .....                                    | 1                                   |
| 2     | Procurement Process .....                                    | 3                                   |
| 2.1   | Procurement Queries .....                                    | 3                                   |
| 2.2   | Submission of Tender .....                                   | 4                                   |
| 2.3   | Site Visits .....  | 4                                   |
| 3     | Instructions and Information .....                           | 5                                   |
| 3.1   | General Information .....                                    | 5                                   |
| 3.2   | Suitability Assessment .....                                 | 6                                   |
| 3.2.1 | Verification of Information Provided .....                   | 6                                   |
| 3.2.2 | Sub-contracting arrangements.....                            | 6                                   |
| 3.2.3 | Consortia arrangements.....                                  | 7                                   |
| 3.2.4 | Confidentiality.....   | 7                                   |
| 3.2.5 | Grounds for Mandatory Exclusion.....                         | 8                                   |
| 3.2.6 | Grounds for Discretionary Exclusion .....                    | 8                                   |
| 3.2.7 | Self-cleaning .....  | 9                                   |
| 3.2.8 | Technical and Professional Ability .....                     | 9                                   |
| 4     | Scope of Services .....                                      | 10                                  |
| 5     | The Contract & Administration.....                           | 11                                  |
| 6     | Quality .....  | 11                                  |
| 7     | Pricing.....   | 11                                  |
| 8     | Transparency .....   | 11                                  |
| 9     | Freedom of Information .....                                 | 12                                  |
| 10    | Bribery and Corruption .....                                 | 12                                  |
| 11    | Health and Safety.....                                       | 12                                  |
| 12    | Environmental Policy Statement .....                         | 13                                  |
| 13    | Privacy Notice .....   | 13                                  |
| 14    | Evaluation Criteria.....                                     | 14                                  |
|       | Annex 1: Mandatory Exclusion Grounds.....                    | 33                                  |
|       | Annex 2: Discretionary Exclusion Grounds .....               | 37                                  |
|       | Form B1 Certificate of Non-Collusion and Non-Canvassing..... | <b>Error! Bookmark not defined.</b> |
|       | Form B2 Suitability Assessment .....                         | <b>Error! Bookmark not defined.</b> |

|   |                              |
|---|------------------------------|
| Supplier Information.....   | Error! Bookmark not defined. |
| Section 1.1: Supplier Details .....   | Error! Bookmark not defined. |
| Section 1.2: Bidding Model .....  | Error! Bookmark not defined. |
| Section 1.3: Contact Details .....  | Error! Bookmark not defined. |
| Section 2: Grounds for Mandatory Exclusion .....  | Error! Bookmark not defined. |
| Section 3: Grounds for Discretionary Exclusion .....  | Error! Bookmark not defined. |
| Suitability Questions .....   | Error! Bookmark not defined. |
| Section 4: Economic and Financial Standing .....  | Error! Bookmark not defined. |
| Section 5: Group Information and Financial Guarantee .....                                    | Error! Bookmark not defined. |
| Section 6: Technical and Professional Ability .....   | Error! Bookmark not defined. |
| Section 7: Requirements under Modern Slavery Act 2015 .....                                   | Error! Bookmark not defined. |
| Additional Suitability Questions .....  | Error! Bookmark not defined. |
| Section 8.1: Insurance .....  | Error! Bookmark not defined. |
| Section 8.2: Skills and Apprentices [n/a] .....   | Error! Bookmark not defined. |
| Section 8.3: Steel [n/a].....   | Error! Bookmark not defined. |
| Section 8.4: Suppliers' Past Performance [n/a].....   | Error! Bookmark not defined. |
| Section 8.5: Equal opportunity, diversity policy and capability .....                         | Error! Bookmark not defined. |
| Section 8.6: Environmental Management.....  | Error! Bookmark not defined. |
| Section 8.7: Health and Safety .....  | Error! Bookmark not defined. |
| Section 8.8: Asbestos [n/a] .....   | Error! Bookmark not defined. |
| Section 8.9: The General Data Protection Regulation (GDPR) (and the Data Protection Act 2018) | Error! Bookmark not defined. |
| Template for Appendices.....  | Error! Bookmark not defined. |
| Form B3 Quality Submission.....   | Error! Bookmark not defined. |
| Form B4 Pricing Schedule .....  | Error! Bookmark not defined. |
| Form B5 Form of Tender.....   | Error! Bookmark not defined. |

# Invitation to Tender

## Part A – Guidance and Instructions

This section provides information on the required Contract.

Suppliers are required to READ THIS SECTION carefully to understand requirements

**THIS SECTION DOES NOT NEED TO BE RETURNED WITH YOUR SUBMISSION.**



# 1. Introduction and Background

## 1.1 Introduction

This document has been issued by Homes England in connection with a competitive procurement procedure. Homes England means Homes England (the name adopted by the Homes and Communities Agency), or anyone acting on behalf of Homes England that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/ “Your” or “Supplier” means the body completing this Tender **i.e. the legal entity seeking to provide the contract requirements and responsible for the information provided**. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

### Homes England

We’re the government’s housing accelerator. We have the appetite, influence, expertise and resources to drive positive market change. By releasing more land to developers who want to make a difference, we’re making possible the new homes England needs, helping to improve neighbourhoods and grow communities. So we welcome partners who share our ambition to challenge traditional norms and build better homes faster. Join us in breaking new ground to make this happen.

For more information visit [www.gov.uk/homes-england](http://www.gov.uk/homes-england)

## 1.2 Contract Background

Homes England require a series of Great Crested Newt Surveys to be undertaken across the North of their Cottam Hall site to satisfy monitoring obligations relating to two Great Crested Newt Licences which currently sit in the Agency’s name.

Cottam Hall is situated near Preston, Lancashire approximately 5km north west from the City Centre.

The wider Cottam site has outline planning consent for 1050 homes. Several of the phases have been sold/developed out for these purposes. Annex A illustrates the different phases at the site and their status to date. This brief concerns licences relating to plots 1 to 3 and plots 8 to 10:

- Plots 8 to 10 (phase 4) – currently in unconditional agreement with residential developer; reserved matters planning consent has been obtained and works have started on site. GCN Licence in place under Homes England’s name and is envisaged to remain so for the duration of the licence terms (i.e. until 2028).
- Plots 1 to 3 (phase 3) – currently in unconditional agreement with residential developer; reserved matters planning consent has been obtained and site has been partially trapped out with plans to complete and a licence to in Spring 2020. Current GCN licence permit

trapping to commence in Spring 2020. Understanding between Homes England and developer that licence will be transferred into developers name in spring 2020, afterwhich, surveys will become responsibility of developer. Under this commission, there is only a requirement to survey for this year in respect of this licence.

AECOM are the named ecologist for both of these licences and, as such, any survey data produced under this commission needs to be provided in such a format that it can be easily shared with AECOM.

This instruction is to cover GCN surveys from this year (2020) until 2028 which is the end of the licence period for plots 8 to 10.

## 2 Procurement Process

This Tender is provided on the same basis to all Suppliers.

This Tender takes the form of a Single Stage Tender.

Part A of this Invitation to Tender includes information and guidance on the procurement. Part B of this Invitation to Tender needs to be completed by Suppliers and returned to Homes England as the Suppliers Invitation to Tender Submission.

The tender evaluation procedure is structured in four steps.

Step One is a compliance check. Information supplied will be checked for completeness and compliance with the instructions before responses are evaluated. Failure to provide the required information, make a satisfactory response to the question, or supply documentation referred to in responses, within the specified timescales, may mean that the Tender is not further evaluated.

Step Two is the evaluation of the Suitability Assessment submission (Form B2). If a Supplier fails any element of Form B2, then your Quality and Price submissions may not be evaluated.

Step Three is the evaluation of quality (Form B3) and price (Form B4) submissions which will be assessed concurrently. If during this evaluation stage it is found that either your Form B3 or Form B4 submissions are deemed a fail, the remaining assessment of your submission may not progress any further.

Step Four is the final verification of the information provided in Form B2 for the successful Supplier(s).

Section 14 Evaluation Criteria, sets out the evaluation criteria and scoring methodology on which this tender exercise will be evaluated. Suppliers should refer to this information throughout the completion of Part B. The Contract will be awarded on the basis of the most economically advantageous tender.

| Award Criteria | Weighting |
|----------------|-----------|
| Price          | 70%       |
| Quality        | 30%       |

Please note that Homes England does not bind themselves to accept any tender and no expense by a person submitting a tender will be paid for.

### 2.1 Procurement Queries

All requests for further information in respect of the contract must be sent using ProContract no later than 5 working days before the deadline shown on ProContract. Any queries submitted after this may not be answered. Approaches of any kind must not be made to any other person within, or associated with, Homes England.

Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and Homes England. Homes England will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and Homes England considers any clarification question to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded.

All responses received and any communication from Suppliers will be treated in confidence but will be subject to the above.

**Please note all communications during the tender period will be via the ProContract website all Suppliers that have registered their interest for the Procurement will receive a direct email notification from ProContract on any updates via the Suppliers registered email address. It is the Suppliers responsibility to check the ProContract website for any updates to the Procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.**

For all ProContract portal issues please contact [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com).

## 2.2 Submission of Tender

Please refer to the ProContract Portal Advert for the **Deadline for Tender Submission**.

The completed Tender **MUST** be returned using the ProContract Portal, no hard or paper copies will be accepted. Suppliers **MUST** ensure that suitable provision is made to ensure that the submission is made on time.

## 2.3 Site Visits

There will be a need to comply with Homes England's access arrangements and health and safety requirements including providing risk assessments and method statements for the survey work in advance of starting on site.

Several ponds to be surveyed are located on third party land (e.g. INV) it will be expected that the successful supplier makes efforts to work alongside Homes England to notify and secure the appropriate permissions wherever possible.



# 3 Instructions and Information

## 3.1 General Information

No information contained in this Tender or in any communication made between Homes England and any Supplier in connection with this Tender exercise, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Tender. Homes England reserves the right to cancel the process at any time.

Under no circumstances shall Homes England incur any liability in respect of this Tender or any supporting documentation. Homes England will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their response to this Tender.

Direct or indirect canvassing of any Ministers, Homes England or other public sector employee, or agent by any potential Supplier concerning this requirement, or any attempt to procure information from any of the above concerning this Tender may result in disqualification of the Supplier from consideration for this requirement.

Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender documents issued (or subsequently amended by Homes England) will be accepted for consideration. Homes England's decision on whether or not a Tender is acceptable will be final.

The Supplier should check the tender documentation for obvious errors and missing information. Should any such errors or omissions be discovered the Supplier must send a message via the messaging function on ProContract. No alteration may be made to any of the documents attached thereto without the written authorisation of Homes England. If any alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.

Please note the organisation named on Form B2 Section 1.1 must be the legal entity that will be the contracting party if the Supplier is successful.

Suppliers must answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Suppliers organisation, this must be indicated with an explanation.

All submissions must be in English.

Homes England expressly reserves the right to require Suppliers to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender.

## 3.2 Suitability Assessment

The Suitability Assessment has been designed to assess the suitability of a Supplier to deliver Homes England's contract requirement(s).

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

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed using the Template for Appendices.

### 3.2.1 Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, Homes England will enable the Supplier to self-certify that they meet specified requirements of the suitability assessment (Form B2). When requesting evidence that the Supplier can meet the specified requirements, Homes England will only obtain such evidence from the Preferred Supplier(s). Homes England reserves the right to corroborate the evidence provided against publicly available information.

This information will be required to be provided within 7 days of contacting the Preferred Supplier(s) and in any case prior to awarding the contract.

Failure to provide the information on time or failure to provide information which confirms suitability will result in the Supplier being ineligible for the award of the contract.

### 3.2.2 Sub-contracting arrangements

Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the sub-contracting arrangements template provided in Form B2 Section 1.2(b)-(ii) must be completed to provide details of the proposed bidding model, that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

Homes England recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to Homes England indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the contract requirements. Suppliers must, therefore, notify Homes England immediately of any change in the proposed sub-contractor arrangements. Homes England reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

### 3.2.3 Consortia arrangements

If the Supplier completing the Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided;

- Names of all consortium members;
- The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that Homes England may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by Homes England as being necessary for the satisfactory performance of the contract.

**All** members of the consortium will be required to provide the information required in **all** sections of the Suitability Assessment as part of a single composite response to Homes England i.e. each member of the consortium is required to complete the form.

Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you must provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

Homes England recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers must therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that Homes England must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the suitability criteria to the new information provided. Homes England reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

### 3.2.4 Confidentiality

When providing details of contracts in answering Section 6 of the Suitability Assessment (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

Homes England reserves the right to contact the named customer contact in Section 6 regarding the contracts included. The named customer contact does not owe Homes England any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

Homes England confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations 2015.

### 3.2.5 Grounds for Mandatory Exclusion

The following guidance relates to the Suitability Assessment Section 2 Grounds for Mandatory Exclusion. Please refer to Annex 1 for further information.

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

If you have answered 'yes' to question 2.3(a) on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details within Section 2.3(b). You may contact Homes England for advice.

Any Supplier that answers 'yes' to questions in Section 2 Grounds for Mandatory Exclusion and 2.3(a) Non Payment of taxes must refer to Section 3.2.7 Self-Cleaning.

### 3.2.6 Grounds for Discretionary Exclusion

The following guidance relates to the Suitability Assessment Section 3 Grounds for Discretionary Exclusion. Please refer to Annex 2 for further information.

#### Conflicts of interest

In accordance with Question 3.1(g), Homes England will exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Homes England, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by Homes England should not represent a conflict of interest for the Supplier.

#### Taking Account of Suppliers' Past Performance

In accordance with question 3.1(i), Homes England may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). Homes England may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the Suitability Assessment. Homes England may also assess whether specified minimum standards for reliability for such contracts are met.

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

Any Supplier that answers 'yes' to questions in Section 3 Grounds for Discretionary Exclusion must refer to Section 3.2.7 Self-Cleaning.

### 3.2.7 Self-cleaning

Any Supplier that answers 'yes' to questions in Section 2 Grounds for Mandatory Exclusion, 2.2(a) Non-payment of taxes and Section 3 Grounds for Discretionary Exclusion must provide sufficient evidence, as requested, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of Homes England in each case.

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

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

- Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities;
- Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

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

### 3.2.8 Technical and Professional Ability

The following guidance relates to the Suitability Assessment Section 6 Technical and Professional Ability.

Please provide details of up to three contracts, in any combination from either the public or private sector (that may include Homes England), that are relevant to Homes England's requirement as described in this Tender. Contracts for supplies or services must have been performed during the past three years. Works contracts must be from the past five years, and VCSEs may include samples of grant funded work.

Homes England reserves the right to request from the Supplier the contact name for the customer of the three contracts to enable Homes England to confirm the accuracy of the information provided.

Consortia bids must provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples must be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the Supplies or Services, the information requested must be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the contract requirements.

## 4 Scope of Services

Provision of ecological services to undertake Great Crested Newt population monitoring of Phase 3 and 4 of our North Cottam Site. Specifically the monitoring will be carried out in accordance with the following documents:

- Attachment C1 and C2 GCN Method Statement and Work Schedule: Plots 1-3 / Phase 3  
European Protected Species Licence: Great Crested Newts
- Attachments D1 and D2 GCN Method Statement and Work Schedule: Plots 8-10 / Phase 4  
European Protected Species Licence: Great Crested Newts
- Attachment B illustrates the ponds which require surveying.

For Plots 8-10 licence states the following will be monitored:

- N2a, N2b, P3, P4, P5, P6, M1, M2, M3, M4.
- Note: Ponds 1 and 14 will not be monitored as they are considered unsuitable for GCN (P1 is a fishing pond and P14 is an amenity duck pond)
- Monitoring will be required to start in 2020, continuing every other year (i.e. 2022, 2024..) up until 2028. The licence will remain in Homes England's name for the duration of its term. Therefore, any issues arising must be raised with our named ecologist (AECOM), who will be responsible for undertaking regular licence compliance site inspections.

For Plots 1-3 the licence states that the following ponds will be monitored:

- INV, P11, P9, P10 and P7
- Monitoring will only be required to be carried out this year (2020), after which, it has been agreed that the developer will be responsible for carrying out these GCN surveys.
- For clarity, the Agency will be responsible for managing the transfer of the Licence to the Developer.

Survey technique, frequency and timings are to be undertaken in line with industry standards and Natural England guidance.

Results are to be provided to Homes England and AECOM a maximum of 6 weeks following the final survey.

## 5 The Contract & Administration

A digital copy of the contract has been provided on ProContract.

The submission of a Tender will denote the Suppliers acceptance of an undertaking to comply with the clauses contained in the Tender.

The Contract will commence in 2020 and end in 2028.

The surveys are required to be undertaken in line with CIEEM guidelines:

The Contract shall be administered by Kerry Bates, Development Manager, Homes England.

Suppliers should note:

- Copyright and all other intellectual property rights shall vest and belong to the Homes England absolutely;
- The Contract will be executed as a Deed.

## 6 Quality

A form has been provided to respond to the Quality questions detailed in Part A Section 14 (Form B3), which must be **completed and returned** as part of the tender response.

## 7 Pricing

A pricing schedule has been provided with this Tender (Form B4) which must be completed and returned as part of the tender response.

Suppliers are required to bring forward the total Fixed price to the Form of Tender contained within Form B5. No alteration may be made to the pricing schedule provided.

## 8 Transparency

This procurement and award of this Contract is subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of Tender documentation issued by Homes England and the Contract between Homes England and Supplier. Suppliers should highlight any areas they consider commercially sensitive in order for Homes England to be able to honour our transparency obligations without undermining the Suppliers commercial interests.

The contract value associated with the successful Tender and the name of the Supplier may be published. As part of the Governments Transparency Agenda, Homes England regularly makes available details of expenditure in excess of £250.00 by Supplier.

## 9 Freedom of Information

Suppliers are advised that Homes England is subject to the Freedom of Information Act 2000 ("The Act"). If a Supplier considers that any of the information provided as part of this procurement procedure should not be disclosed because of its commercial sensitivity, confidential or otherwise, they must, when providing this information, clearly identify the specific information they do not wish to be disclosed and clearly specify the reasons for its sensitivity. Homes England shall take such statements into consideration in the event that it receives a request pursuant to the Act which relates to the information provided by the interested party. Please note, it is insufficient to include a statement of confidentiality encompassing all the information provided in the response.

## 10 Bribery and Corruption

Homes England takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with Homes England. Please refer to our [Anti-bribery and Corruption Policy](#) for further information.

## 11 Health and Safety

This section of the Suitability Assessment mirrors the PAS91:2013+A1:2017 qualification questionnaire.

As part of the procurement process, Homes England needs to be satisfied that you have systems in place for managing health and safety within your business. Suppliers are required to either answer one of three exemption questions (8.7(a)-(i) to 8.7(a)-(iii)) or complete the health and safety questionnaire – questions 8.7(b) to 8.7(l).

Question 8.7(a)-(ii) refers to the SSIP (Safety Schemes in Procurement). Further information on SSIP and details of assessment scheme members can be found on <http://www.ssip.org.uk/>.

If a Supplier is already registered and compliant with a SSIP approved scheme, then the requirements for your Suitability Assessment response will be reduced. The validity of SSIP membership will be checked and verified.

If a Supplier is a designer (construction related) or providing Principal Designer Services (as defined in Construction (Design and Management) Regulations 2015 (CDM 2015)), you will need to be registered and assessed as a Designer or Principal Designer. Details of SSIP schemes which undertake such assessments can be found at <http://www.ssip.org.uk/>.



Although Homes England recognises any SSIP approved scheme, its preferred prequalification scheme is CHAS (Contractor Health and Safety Assessment Scheme). In order to register with CHAS and undergo an assessment you will need to visit the CHAS website <https://www.chas.co.uk/> and download the relevant application forms. For the avoidance of doubt details of equivalent membership schemes will need to be provided in English.

## 12 Environmental Policy Statement

Homes England's [Safety, Health and Environmental \(SHE\) Policy Statement](#) confirms that we recognise and fully accept, our statutory and moral responsibility to provide the highest safety, health and the environmental standards to protect our employees, other people affected by our activities and the environment. We are committed to the prevention of injury and ill health; the avoidance of adverse impacts on soil, water, air and biodiversity; and the continual improvement of our safety, health and environmental performance. We expect our Suppliers and contractors to go beyond their statutory duties and work with us to achieve high standards of safety, health and environmental management in all that we do.

## 13 Privacy Notice

Homes England (the trading name adopted by the Homes and Communities Agency) is committed to protecting the privacy and security of your personal data. Details can be found on our [website](#).

## 14 Evaluation Criteria

| RELATING TO PART B, FORM B2 – SUITABILITY ASSESSMENT |                  |            |  |
|--|------------------|------------|--|
| Section  | Title            | Assessment | Evaluation Guidance  |
| 1.1  | Supplier Details | Pass/Fail  | <p><b><u>Pass</u></b><br/>All information provided</p> <p><b><u>Fail</u></b><br/>Major information requirements missing</p> <p>NOTE If any part is left incomplete the section may be marked as a Fail. If the question is not applicable, please mark your response as "N/A".</p> |
| 1.2  | Bidding Model    | Pass/Fail  | <p><b><u>Pass</u></b><br/>All information provided</p> <p><b><u>Fail</u></b><br/>Major information requirements missing</p>  |
| 1.3  | Contact Details  | Pass/Fail  | <p><b><u>Pass</u></b><br/>All information provided</p> <p><b><u>Fail</u></b><br/>Major information requirements missing</p>  |

|           |                                 |           |   |
|-----------|---------------------------------|-----------|---|
| 2.1 - 2.2 | Grounds for Mandatory Exclusion | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 2.1(a) answered 'no' to all offences, and<br/>Question 2.1(b) and 2.2 answered 'N/A'</p> <p><b>OR</b></p> <p>Question 2.1(a) answered 'yes', to one or more offences, and<br/>Question 2.1(b) answered, and<br/>Question 2.2 answered 'yes'</p> <p><b><u>Fail</u></b></p> <p>Question 2.1(a) answered 'yes' to one or more offences, and<br/>Question 2.1(b) unanswered<br/>Question 2.2 unanswered</p> <p><b>OR</b></p> <p>Question 2.1(a) answered 'yes', to one or more offences, and<br/>Question 2.1(b) answered, and<br/>Question 2.2 answered 'no'</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 2.2 answered 'yes' with explanation (if requested) which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Question 2.2 answered 'yes' with explanation (if requested) which is not to the satisfaction of Homes England</p> |
|-----------|---------------------------------|-----------|---|

|     |                                 |           |  |
|-----|---------------------------------|-----------|--|
| 2.3 | Grounds for Mandatory Exclusion | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 2.3(a) answered 'no' , and<br/>Question 2.3(b) answered 'N/A'</p> <p><b>OR</b></p> <p>Question 2.3(a) answered 'yes', and<br/>Question 2.3(b) answered</p> <p><b><u>Fail</u></b></p> <p>Question 2.3(a) answered 'yes', and<br/>Question 2.3(b) unanswered</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 2.3(b) answered with explanation which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Question 2.3(b) answered with explanation which is not to the satisfaction of Homes England</p> |
|-----|---------------------------------|-----------|--|

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| 3   | Grounds for Discretionary Exclusion              | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b><br/> Questions 3.1(a) to 3.1(j)-(iv) answered 'no', and<br/> Question 3.2 answered N/A</p> <p><b><u>OR</u></b><br/> Questions 3.1(a) to 3.1(j)-(iv) one or more answered 'yes', and<br/> Question 3.2 answered</p> <p><b><u>Fail</u></b><br/> Questions 3.1(a) to 3.1(j)-(iv) one or more answered 'yes', and<br/> Question 3.2 unanswered</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b><br/> Question 3.2 answered with explanation which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b><br/> Question 3.2 answered with explanation which is not to the satisfaction of Homes England</p> |
| 4.1 | Demonstration of Economic and Financial Standing | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b><br/> Questions 4.1 or (a), (b), (c) answered yes</p> <p><b><u>Fail</u></b><br/> Questions 4.1, (a), (b) or (c) answered no</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b><br/> All information/documentation including acceptable alternatives or equivalents provided</p> <p><b><u>Fail</u></b><br/> Major information requirements missing; or alternative information is incomplete, not suitable or out of date; or requests for alternative information including management accounts are unanswered</p>   |

|     |  |           |   |
|-----|--|-----------|---|
| 4.2 | Level of Economic and Financial Standing | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b><br/>Question 4.2 answered 'yes'</p> <p><b><u>Fail</u></b><br/>Question 4.2 answered 'no'</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b><br/>Both average turnover for the last two years (or equivalent value) is equal to or more than x2 the tendered value at Form B5<sup>1</sup> and the current ratio<sup>2</sup> is greater than 1.</p> <p><b><u>Fail</u></b><br/>Either average turnover for the last two years (or equivalent value) is less than x2 the tendered value at Form B5<sup>1</sup> or current ratio<sup>2</sup> is equal to or less than 1.</p> <p><sup>1</sup> Homes England reserves the right to use information relating to other contracts they have awarded and/or bidding with the preferred Supplier(s) to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing Homes England contracts should the Supplier be successful. In the first instance Suppliers must self-certify on the basis of this contract only and indicate whether they have other contracts with Homes England which may be relevant at the verification stage. In assessing this Homes England will seek to confirm the Suppliers own assessment of this to ensure accurate assessment of this test.</p> <p><sup>2</sup> Current ratio is calculated as Current Assets/Current Liabilities (please note that this ratio calculation excludes long term debtors from current assets and excludes related party debtors and creditors (with the exception of interest bearing related party debtors and creditors with fixed repayment dates)).</p> |
|-----|--|-----------|---|

|     |   |           |   |
|-----|---|-----------|---|
| 4.3 | Self-certification                        | Pass/Fail | <p><b><u>Evaluation of self-certification response</u></b></p> <p><b><u>Pass</u></b><br/>Question 4.3 answered 'yes'</p> <p><b><u>Fail</u></b><br/>Question 4.3 answered 'no'</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b><br/>All information/documentation including acceptable alternatives or equivalents provided and the opinion of the auditors within the financial statements identifies no going concern issues and the level and nature of outstanding CCJs (either disclosed or obtainable from public registers) that can be funded from existing case reserves and an absence of administration or liquidation arrangements.</p> <p><b><u>Fail</u></b><br/>Major information requirements missing; or alternative information is incomplete, not suitable or out of date; or requests for alternative information including management accounts are unanswered and the opinion of the auditors within the financial statements identifies concerns over going concern; or the level and nature of outstanding CCJs (either disclosed or obtainable from public registers) indicates a risk over inability to fund CCJs from existing cash reserves; or the Supplier is currently the subject to any kind of administration or liquidation arrangements.</p> |
| 5   | Group Information and Financial Guarantee | Pass/Fail | <p><b><u>Evaluation of self-certification response</u></b><br/>No evaluation at self-certification stage.</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b><br/>All information/documentation provided.<br/>Where relevant Parent Company confirmed as willing to provide guarantee if necessary; details of where a guarantee may be obtained from elsewhere provided and reasoning is to the satisfaction of Homes England.</p> <p><b><u>Fail</u></b><br/>Major information requirements missing.<br/>Parent Company confirmed as not willing to provide a guarantee. No details provided as to where a guarantee may be obtained from elsewhere or reasoning provided is not to the satisfaction of Homes England.</p>  |

|   |   |           |  |
|---|---|-----------|--|
| 6 | Technical and Professional Ability        | Pass/Fail | <p><b><u>Pass</u></b></p> <p>Questions 6.1 and 6.2 complete <b>or</b> Question 6.3 complete in full with information which relates to the Scope of Services. See guidance at Section 3.2.8.</p> <p><b><u>Fail</u></b></p> <p>Questions 6.1 and 6.2 incomplete <b>or</b> Question 6.3 incomplete or information does not relate to the Scope of Services. See guidance at Section 3.2.8.</p>  |
| 7 | Requirement under Modern Slavery Act 2015 | Pass/Fail | <p><b><u>Evaluation of self-certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 7.1 answered 'yes' and 7.2 answered 'yes' with a web address provided</p> <p><b>OR</b></p> <p>Question 7.1 answered 'yes' and 7.2 'no' with an explanation provided which is to the satisfaction of Homes England</p> <p><b>OR</b></p> <p>Question 7.1 answered 'no' (as not a relevant commercial organisation) and 7.2 answered 'N/A'</p> <p><b><u>Fail</u></b></p> <p>Question 7.1 answered 'yes' and 7.2 answered 'yes' with no web address provided</p> <p><b>OR</b></p> <p>Question 7.1 answered 'yes' and 7.2 'no' with no explanation provided</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Where the Act applies compliant annual reporting requirements have been established and evidenced; or where the Act does not apply this is reasonable.</p> <p><b><u>Fail</u></b></p> <p>Where the Act applies compliant annual reporting requirements has not been established or evidenced.</p> |



|     |                             |           |   |
|-----|-----------------------------|-----------|---|
| 8.1 | Insurance                   | Pass/Fail | <p><b><u>Minimum Requirements</u></b></p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 GBP</p> <p>Public Liability Insurance = £5,000,000 GBP</p> <p>Professional Indemnity Insurance = £1,000,000 GBP</p> <p>Product Liability Insurance = N/A</p> <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 8.1 answered yes</p> <p><b><u>Fail</u></b></p> <p>Question 8.1 answered no</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Evidence to show that minimum requirements for insurance are in place, or evidenced assurance is provided to confirm that the insurance will be in place by the contract commencement date.</p> <p><b><u>Fail</u></b></p> <p>Requirements for insurance are not in place, and no evidenced assurance is provided to confirm that the insurance will be in place by the contract commencement date.</p> |
| 8.2 | Skills and Apprentices      | N/A       |   |
| 8.3 | Steel                       | N/A       |   |
| 8.4 | Suppliers' Past Performance | N/A       |   |

|     |   |           |   |
|-----|---|-----------|---|
| 8.5 | Equal opportunity, diversity and capability | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.5(a),(b), (i) and (j)-(i-iii) answered 'yes', and</p> <p>Questions 8.5(c) to (g) answered 'no' or 'yes' with explanation provided</p> <p><b><u>Fail</u></b></p> <p>Question 8.5(a) to (j) unanswered</p> <p><b>OR</b></p> <p>Questions 8.5(a),(b), (i) and (j)-(i-iii) answered 'no'</p> <p><b>OR</b></p> <p>Questions 8.5(c) to (g) answered 'yes' with no explanation provided</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Where applicable evidence provided which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Where applicable evidence provided which is not to the satisfaction of Homes England</p> |
|-----|---|-----------|---|

|     |                          |           |  |
|-----|--------------------------|-----------|--|
| 8.6 | Environmental Management | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 8.6(a) answered 'yes' and certificate provided</p> <p><b>OR</b></p> <p>Questions 8.6(b) to (f) answered 'yes'</p> <p><b><u>Fail</u></b></p> <p>Question 8.6 (a) answered 'yes' but no certificate provided</p> <p><b>OR</b></p> <p>Questions 8.6 (b) to (f) answered 'no'</p> <p><b>OR</b></p> <p>Questions 8.6 (b) to (f) failure to answer</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Where applicable evidence provided which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Where applicable evidence provided which is not to the satisfaction of Homes England</p> |
|-----|--------------------------|-----------|--|

|         |                                  |           |   |
|---------|----------------------------------|-----------|---|
| 8.7 (a) | Health and Safety<br>- Exemption | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.7(a)-(i) answered 'yes'</p> <p><b>OR</b></p> <p>Questions 8.7(a)-(ii) answered 'yes'</p> <p><b>OR</b></p> <p>Questions 8.7(a)-(iii) answered 'yes'</p> <p><b><u>Fail</u></b></p> <p>Questions 8.7(a)-(i-iii) unanswered in combination with a failure to answer Questions 8.7(b) to 8.7(l)</p> <p><b>OR</b></p> <p>Questions 8.7(a)-(i-iii) answered 'no' in combination with a failure to answer Questions 8.7(b) to 8.7(l)</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.7(a)-(i-iii) evidence provided that is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Questions 8.7(a)-(i-iii) evidence provided that is not to the satisfaction of Homes England</p> |
|---------|----------------------------------|-----------|---|

| Questions 8.7 (b) to 8.7 (i) will only be evaluated if required |                                     |           |  |
|---|-------------------------------------|-----------|--|
| 8.7 (b) –<br>(i)  | Health and Safety<br>– No exemption | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b><br/>Questions 8.7 (b) – (i) answered 'yes' to all questions</p> <p><b><u>Fail</u></b><br/>Questions 8.7 (b) – (i) unanswered one or more</p> <p><b>OR</b><br/>Questions 8.7 (b) – (i) answered 'no' to one or more</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b><br/>Questions 8.7 (b) – (i) evidence provided that is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b><br/>Questions 8.7 (b) – (i) evidence provided that is not to the satisfaction of Homes England</p> |

|         |                  |           |   |
|---------|------------------|-----------|---|
| 8.8 (a) | Asbestos Licence | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.8(a)-(i) answered 'yes' and the licence details are provided at 8.8(a)-(ii)</p> <p><b>OR</b></p> <p>Questions 8. (a)-(i) answered 'no' and the nominated contractor and licence details are provided at 8.8(a)-(ii)</p> <p><b><u>Fail</u></b></p> <p>Questions 8.8(a)-(i) answered 'yes' and the licence details requested at 8.8(a)-(ii) are unanswered</p> <p><b>OR</b></p> <p>Questions 8. (a)-(i) answered 'no' and the nominated contractor and licence details requested at 8.8(a)-(ii) are unanswered</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.8(a)-(ii) answered with licence evidence which is to the satisfaction of Homes England</p> <p><b>OR</b></p> <p>Questions 8.8(a)-(ii) answered with nominated contractor and licence evidence which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Questions 8.8(a)-(ii) answered with licence evidence which is not to the satisfaction of Homes England</p> <p><b>OR</b></p> <p>Questions 8.8(a)-(ii) answered with nominated contractor and licence evidence which is not to the satisfaction of Homes England</p> |
|---------|------------------|-----------|---|

|         |                                    |           |  |
|---------|------------------------------------|-----------|--|
| 8.8 (b) | HSE (or equivalent) warning letter | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.8(b)-(i) answered 'yes' and 8.8(b)-(ii) is answered</p> <p><b>OR</b></p> <p>Questions 8.8(b)-(i) answered 'no'</p> <p><b><u>Fail</u></b></p> <p>Questions 8.8(b)-(i) answered 'yes' and 8.8(b)-(ii) is unanswered</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.8(b)-(ii) answer includes corrective action taken to the satisfaction of Homes England;</p> <p><b><u>Fail</u></b></p> <p>Questions 8.8(a)-(ii) answer includes no corrective action</p> <p><b>OR</b></p> <p>Questions 8.8(a)-(ii) answer includes corrective action taken not to the satisfaction of Homes England</p> |
|---------|------------------------------------|-----------|--|

|         |                                      |           |   |
|---------|--------------------------------------|-----------|---|
| 8.8 (c) | ARCA/ACAD Membership (or equivalent) | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.8(c)-(i) answered 'yes' and the details for ARCA or ACAD are provided at 8.8(c)-(ii)</p> <p><b>OR</b></p> <p>Questions 8.8(c)-(i) answered 'no' and the alternative explanation and details are provided at 8.8(c)-(ii)</p> <p><b><u>Fail</u></b></p> <p>Questions 8.8(c)-(i) answered 'yes' and ARCA or ACAD details requested at 8.8(c)-(ii) are unanswered</p> <p><b>OR</b></p> <p>Questions 8.8(c)-(i) answered 'no' and the alternative explanation and details requested at 8.8(c)-(ii) are unanswered</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.8(c)-(ii) answer includes details for ARCA or ACAD to the satisfaction of Homes England;</p> <p><b>OR</b></p> <p>Questions 8.8(c)-(ii) answer includes alternative explanation and details to the satisfaction of Homes England;</p> <p><b><u>Fail</u></b></p> <p>Questions 8.8(c)-(ii) answer includes details for ARCA or ACAD not to the satisfaction of Homes England;</p> <p><b>OR</b></p> <p>Questions 8.8(c)-(ii) answer includes alternative explanation and details not to the satisfaction of Homes England;</p> |
|---------|--------------------------------------|-----------|---|



|     |  |           |  |
|-----|--|-----------|--|
| 8.9 | The General Data Protection Regulation (GDPR) (and the Data Protection Act 2018) | Pass/Fail | <p><b><u>Evaluation of self certification response</u></b></p> <p><b><u>Pass</u></b></p> <p>Questions 8.9(a) - 8.9(e) answered 'yes', and<br/> Question 8.9(f) answered 'no', and<br/> Question 8.9(g) answered N/A</p> <p><b>OR</b></p> <p>Questions 8.9(a) -8.9(e) answered 'yes', and<br/> Question 8.9(f) answered 'yes', and<br/> Question 8.9(g) answered</p> <p><b><u>Fail</u></b></p> <p>Questions 8.9(a) – 8.9(e) – answered 'no' to one or more</p> <p><b>OR</b></p> <p>Questions 8.9(a)-8.9(e) – answered 'yes', and<br/> Question 8.9(f) answered 'yes', and<br/> Question 8.9(g) is unanswered</p> <p><b><u>Verification of information provided by the preferred Supplier(s)</u></b></p> <p><b><u>Pass</u></b></p> <p>Question 8.9(g) answered with explanation which is to the satisfaction of Homes England</p> <p><b><u>Fail</u></b></p> <p>Question 8.9(g) answered with explanation which is not to the satisfaction of Homes England</p> |
|-----|--|-----------|--|

## RELATING TO PART B, FORM B<sub>3</sub> – QUALITY

Quality will account for 30% of the Overall Score.

The following scoring methodology will apply:

**5 – Excellent** Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the requirements. Response identifies factors that will offer potential added value, with evidence to support the response.

**4 – Good** Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

**3 – Acceptable** Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the requirements.

**2 - Minor Reservations** Some minor reservations of the Supplier's understanding and proposed methodology, with limited evidence to support the response.

**Your submission will be deemed a fail if your unweighted score is a 0 or 1 for any one quality criteria question**

**1 - Major Reservations/Non-compliant** Major reservations of the Supplier's understanding and proposed methodology, with little or no evidence to support the response.

**0 - Unacceptable/Non-compliant** Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.

***Please note:***

*Any text beyond the specified page limits below will be ignored and will not be evaluated.*

*Homes England will not cross-reference to other answers when assessing Form B<sub>3</sub> responses.*

*Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.*

| Number | Question  | Response Requirements  | Weighting |
|--------|---|--|-----------|
| 1      | <p>Question 1 Demonstrate why your organisation is best placed to deliver this project, including similar experience.</p> <p><i>Maximum page limit = [1] minimum Corbel 11 font size</i></p>                                | <ul style="list-style-type: none"> <li>• Statement outlining method and approach explaining how the commission will be delivered</li> <li>• Schedule of services to be delivered</li> <li>• Information on other Supplier input that may be required</li> <li>• Where appropriate, identify the potential impact of external influences and stakeholders</li> <li>• Other commentary on the brief</li> <li>• Supported by relevant examples where appropriate</li> </ul> | 10%       |
| 2      | <p>Question 2 Proposed staff</p> <p><i>Maximum page limit = [4] minimum Corbel 11 font size</i></p>   | <ul style="list-style-type: none"> <li>• Who will undertake the commission?</li> <li>• Identify key members of staff and allocation to the required services</li> <li>• Resourcing information provided in Resource and Pricing Schedule</li> <li>• Supported by CVs for key members of staff</li> <li>• Who will manage the team and who will be responsible for reporting to the client</li> </ul>   | 10%       |
| 3      | <p>Question 3 Programme – surveys will need to be undertaken and reports provided within the timeframe outlined in the Scope of Services (section 4)</p> <p><i>Maximum page limit = [2] minimum Corbel 11 font size</i></p> | <ul style="list-style-type: none"> <li>• When will the commission be complete?</li> <li>• When will key milestone be complete?</li> <li>• What is the required programme for the required services</li> <li>• Are any programme dates we have given unachievable?</li> </ul>   | 10%       |

#### RELATING TO PART B, FORM B<sub>4</sub> – PRICING SCHEDULE

Price will account for 70% of the Overall Score. The lowest price as submitted in Form B<sub>3</sub> will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below.

## Worked Example

Please amend number of questions used and weightings from the 50/50 example used in the worked example.

How your Quality score will be used to give a weighted score

| Supplier     | Question | Score out of 5 | Weighting | Weighting Multiplier | Weighted Score |
|--------------|----------|----------------|-----------|----------------------|----------------|
| Supplier A   | 1        | 3              | 20%       | 4                    | 12             |
|              | 2        | 4              | 20%       | 4                    | 16             |
|              | 3        | 3              | 10%       | 2                    | 6              |
| <b>Total</b> |          |                |           |                      | <b>34</b>      |
| Supplier B   | 1        | 5              | 20%       | 4                    | 20             |
|              | 2        | 4              | 20%       | 4                    | 16             |
|              | 3        | 3              | 10%       | 2                    | 6              |
| <b>Total</b> |          |                |           |                      | <b>42</b>      |
| Supplier C   | 1        | 5              | 20%       | 4                    | 20             |
|              | 2        | 1              | 20%       | 4                    | Fail           |
|              | 3        | 3              | 10%       | 2                    | 6              |
| <b>Total</b> |          |                |           |                      | <b>Fail</b>    |

Worked example of how your price will be used to calculate a score

| Supplier   | Tender Price from Form B4 | Lowest price/Supplier's price (as %) | Price Score (out of 50) |
|------------|---------------------------|--------------------------------------|-------------------------|
| Supplier A | 350                       | $350/350 = 100\%$                    | $100\% * 50 = 50$       |
| Supplier B | 700                       | $350/700 = 50\%$                     | $50\% * 50 = 25$        |
| Supplier C | Not applicable            | Not applicable                       | Not applicable          |

Worked example of Overall Score and Ranking

| Supplier   | Total Quality Score | Price Score    | Total Score    | Ranked Position |
|------------|---------------------|----------------|----------------|-----------------|
| Supplier A | 34                  | 50             | 84             | 1               |
| Supplier B | 42                  | 25             | 67             | 2               |
| Supplier C | Fail                | Not applicable | Not applicable | Fail            |

# Annex 1: Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

## Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of


- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

## Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;


The common law offence of bribery;



Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

## Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
  - the common law offence of conspiracy to defraud;
  - fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
  - fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
  - fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
  - an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
  - destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
  - fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
  - the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
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## Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

## Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

## Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994



An offence under section 2 or section 4 of the Modern Slavery Act 2015

## Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

## Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland





# Annex 2: Discretionary Exclusion Grounds

## Obligations in the field of environment, social and labour law

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

## Bankruptcy, insolvency



Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

### Grave professional misconduct

Guilty of grave professional misconduct

### Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

### Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

### Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

### Misrepresentation and undue influence



The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, suitability or award.

### Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;



- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

### Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

