Homes England

Invitation to Tender

Development Monitoring and Management Services Framework

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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 trading name of 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 Framework Background

The Homes England Development Monitoring and Management Services Framework (this Framework) has an estimated overall value of £40m and will be used to procure specialist Suppliers to assist in the delivery of monitoring surveyor services, compliance inspector services, and project and cost management services. For all Homes England investment projects, it is a condition of ongoing funding and support that a Monitoring Surveyor (MS) performs a site visit each month in order to give comfort to Homes England over use of funds, progress on site, risks arising and development plans. The Building Lease, used on most of our housing development projects, requires appointment of a Compliance Inspector to ensure compliance with all aspects of the Lease. Both services will also provide us with assurance that Health and Safety requirements are satisfied on site and that the borrower and/or developer are discharging their obligations as CDM Client (Construction, Design and Management).

We will appoint 15 Suppliers to the framework to provide these services.

Any organisation, or consortium, can apply to be a Supplier **if they can deliver the required services across England**. Those considering submitting a Tender (either as an individual organisation or as a consortium) should look carefully at the range of services as set out in [Annex 3](#Annex3) of the Framework Agreement document.

Our Frameworks are also available for use by other Public Bodies. Around 300 public bodies have used our Frameworks in recent years. Once this Framework has been awarded we will contact our public sector partners who may wish to use the Framework.

Suppliers appointed to this Framework may need to work with professional services Suppliers appointed through our other Frameworks.

# 2 Procurement Process

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

This Tender takes the form of a Two-Stage Restricted Tender. All interested Suppliers who responded to the Contract Notice downloaded a Selection Questionnaire and supporting Memorandum of Information. Selection questionnaire submissions were subject to technical and financial assessment to establish Suppliers capabilities to deliver the required contract requirements. A shortlist of up to twenty-five has been made, with Suppliers subsequently Invited to 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 three 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 quality (Form B2) and price (Form B3) submissions which will be assessed concurrently. If during this evaluation stage it is found that either your Form B2 or Form B3 submissions are deemed a fail, the remaining assessment of your submission may not progress any further.

Step Three is the final verification of the information provided for the successful Supplier(s).

Section 13 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** |
| Quality | 60% |
| Price | 40% |

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 classification of the question as confidential. If the Supplier does not elect to withdraw the classification of 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.

## 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.

# 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.

Suppliers are invited to complete all parts of the enclosed Part B: Documents to be Returned and submit, together with any requested supporting information, by the deadline for tender submission.

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.

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.

As part of this Tender exercise a number of additional documents have been provided via ProContract to the Supplier as part of this Tender exercise. These additional documents are listed below:

|  |  |
| --- | --- |
| **Document Title** | **Format** |
| Framework Agreement | PDF |
| Form B3 Pricing Schedule | MS Excel |
| Form B5 System Information Schedule | MS Excel |
| Potential Users of the Framework | MS Word |
| Sample Compliance Inspector Services Development Monitoring Report | PDF |
| Compliance Inspector Services Template Agreement for Lease | PDF |
| Compliance Inspector Services Template Building Lease | PDF |
| Tender Form 5 – Design Guidance & Response Template | PDF |
| Monitoring Surveyor Services Cost to Complete Template | MS Excel |
| Monitoring Surveyor Services ‘The Home Building Fund’ (THBF) Cashflow Template | MS Excel |
| Scope of Services | Zip File |

# 4 Scope of Services

Please refer to the Scope of Service documents for this framework on ProContract.

# 5 The Framework Agreement & Administration

A digital copy of the Framework Agreement 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 (including the framework agreement).

The Framework will be for a period of 4 years.

The Framework shall be administered by Homes England’s Framework Manager.

Suppliers are required to provide a Lead and Deputy contact in the System Information Schedule (Form B5), who will take prime responsibility within their organisation for managing their place on the Framework and for actively driving any joint working between Homes England and Framework Suppliers. It is important that the Lead and Deputy contacts nominated are sufficiently senior to act with autonomy and make decisions on behalf of their company, but also that they have sufficient time available to devote to actively managing their place on the Framework. The role can be split between the two contacts and other members of staff can be drawn in to undertake specific Framework Management tasks where required.

Suppliers should note:

● Copyright and all other intellectual property rights shall vest and belong to the Homes England absolutely.

● The Framework may be terminated or suspended by Homes England by written notice whether the Framework Suppliers is in default or not.

● The Framework Agreement will be executed as a Deed.

● Appointment to the Framework does not guarantee that a Framework Supplier will be given any work. This will depend on Homes England’s and other Public Body requirements over the duration of the Framework.

● For details of the Further Competition process, please refer to Schedule 7 of the Framework Agreement.

# 6 Quality

A form has been provided to respond to the Quality questions detailed in Part A Section 13 (Form B2), which must be **completed and returned** as part of the tender response.

# 7 Pricing

A pricing schedule has been provided with this Tender (Form B3) 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 B4.

**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](https://www.gov.uk/government/publications/anti-bribery-and-corruption-policy) for further information.

# 11 Environmental Policy Statement

Homes England’s [Safety, Health and Environmental (SHE) Policy Statement](https://www.gov.uk/government/publications/homes-england-environmental-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.

# 12 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](https://www.gov.uk/government/organisations/homes-england/about/personal-information-charter).

# 13 Evaluation Criteria

|  |
| --- |
| **RELATING TO PART B, FORM B2 – QUALITY** |
| Quality will account for 60**%** of the Overall Score. **Your submission will be deemed a fail if:*** **you score 0 or 1 for any one quality criteria question, or**
* **you score 2 for three or more quality criteria questions**

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. **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 B2 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. **Monitoring Surveyor Services** (weighting 20%)
 |
| 1 (a) | How would you amend your normal**Monitoring Surveyor Services** to monitor progress on a project where a significant amount of homes are being delivered through Modern Methods of Construction (MMC) technologies and off-site manufacture? Maximum page limit: 3 sides A4, Corbel font 11pt   | Your response must be relevant to the Monitoring Surveyor Scope of Services and include: * How you would assess the progress of the manufacturing process?
* How you would approach factory visits?
* The main considerations when checking associated assurances?
* What should be incorporated in the process of rectifying defects in the factory and on-site?
* What you would include in your assurance processes?

Your response may be illustrated with information on a project(s) that you have worked on.  For examples used you must ensure the project name, number of homes, and your role are clearly identified.  We will use your project example(s) to support the response and will not mark the example in isolation.  | 15% |
| 1 (b) | What resources, capacity and skills are you proposing to make available to deliver **Monitoring Surveyor Services**for Homes England?  Maximum page limit: 2 sides A4, Corbel font 11pt  | Your response must be relevant to the Monitoring Surveyor Scope of Services and include: * Information on the resources, capacity and skills you have available to provide these services across the whole of England.
* How you would deliver these services, using specific in house teams or through a sub consultant.
* How many qualified staff would be available to deliver these services (including information on the geographical areas which these staff can serve),
* How you would manage and coordinate delivery of these services including communication with the client, including information on your quality management approach.
* How you would work with other professional services Suppliers directly appointed by Homes England. How you would manage knowledge and information relating to this service, its delivery and development.
 | 5% |

|  |
| --- |
| 1. **Compliance Inspector Services** (weighting 20%)
 |
| 2 (a) | How would you provide **Compliance Inspector Services** in relation to Modern Methods of Construction, Building for a Healthy Life and design quality? Maximum page limit: 3 sides A4, Corbel font 11pt  | Your response must be relevant to the Compliance Inspector Scope of Services and include:  * What do you believe would be the challenges of monitoring a residential development project incorporating: (a) Modern Methods of Construction (MMC); and (b) Building for a Healthy Life design standards, to ensure compliance with contractual arrangements, Tender Form 5 and Approved Plans within the Building Lease?
* How would you overcome these challenges to ensure (a) there are no substitutions of construction methodology, and (b) there is no erosion of design quality?

 Your response may be illustrated with information on a project(s) that you have worked on.  For examples used you must ensure the project name, number of homes, and your role are clearly identified.  We will use your project example(s) to support the response and will not mark the example in isolation.  | 15% |
| 2 (b) | What resources, capacity and skills are you proposing to make available to deliver **Compliance Inspector Services**for Homes England?  Maximum page limit: 2 sides A4, Corbel font 11pt  | Your response must be relevant to the Compliance Inspector Scope of Services and include: * Information on the resources, capacity and skills you have available to provide these services across the whole of England.
* How you would deliver these services, using specific in house teams or through a sub consultant.
* How many qualified staff would be available to deliver these services (including information on the geographical areas which these staff can serve)
* How you would manage and coordinate delivery of these services including communication with the client, including information on your quality management approach.
* How you would work with other professional services Suppliers directly appointed by Homes England.
* How you would manage knowledge and information relating to this service, its delivery and development.
 | 5% |
| 1. **Project and Cost Management Services** (weighting 10%)
 |
| 3  | What resources, capacity and skills are you proposing to make available to deliver **Project Management Services**and**Cost Management Services**for Homes England?  Maximum page limit: 2 sides A4, Corbel font 11pt  | Your response must be relevant to the Project Management and Cost Management Scope of Services and include: * Information on the resources, capacity and skills you have available to provide these services across the whole of England.
* How you would deliver these services, using specific in house teams or through a sub consultant.
* How many qualified staff would be available to deliver these services (including information on the geographical areas which these staff can serve)How you would manage and coordinate delivery of these services including communication with the client, including information on your quality management approach.
* How you would work with other professional services Suppliers directly appointed by Homes England.
* How you would manage knowledge and information relating to this service, its delivery and development.
 | 10% |
| 1. **Health and Safety** (weighting 10%)
 |
| 4 | The Scope of Services for both Monitoring Surveyors and building Compliance Inspectors requires a commentary on the developers and borrower’s health and safety performance with respect to their client duties under Construction Design and Manager (CDM) regulations.  Can you describe how you will assess the adequacy of the arrangements a developer or borrower may have in place for complying with their CDM client duties? Maximum page limit: 2 sides A4, Corbel font 11pt  | Your response must be relevant to the health and safety section in the Scope of Services and include: * An outline of the process to collect, assess and rate a developer’s / borrower’s health and safety performance.
* Process for ensuring consistency in approach of inspections and reporting on SHE performance.
* Process for reporting non-compliance and/or poor performance to Homes England and the developer / borrower.

Your response may be illustrated with information on a project(s) that you have worked on.  For examples used you must ensure the project name, number of homes, and your role are clearly identified.  We will use your project example(s) to support the response and will not mark the example in isolation.  | 10% |

|  |
| --- |
| **RELATING TO PART B, FORM B3 – PRICING SCHEDULE** |
| Price will account for 40**%** of the Overall Score. The lowest price as submitted in Form B3 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**

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 | 1 (a) | 2 | 15% | 3 | 6 |
| 1 (b) | 3 | 5% | 1 | 3 |
| 2 | 2 (a) | 3 | 15% | 3 | 9 |
| 2 (b) | 4 | 5% | 1 | 4 |
| 3 | 4 | 10% | 2 | 8 |
| 4 | 3 | 10% | 2 | 6 |
| **Total** | **36.00** |
| **Supplier B** | 1 | 1 (a) | 4 | 15% | 3 | 12 |
| 1 (b) | 5 | 5% | 1 | 5 |
| 2 | 2 (a) | 3 | 15% | 3 | 9 |
| 2 (b) | 4 | 5% | 1 | 4 |
| 3 | 2 | 10% | 2 | 4 |
| 4 | 4 | 10% | 2 | 8 |
| **Total** | **42.00** |
| **Supplier C** | 1 | 1 (a) | 1 | 15% | 3 | Fail |
| 1 (b) | 5 | 5% | 1 | 5 |
| 2 | 2 (a) | 2 | 15% | 3 | 6 |
| 2 (b) | 3 | 5% | 1 | 3 |
| 3 | 3 | 10% | 2 | 6 |
| 4 | 3 | 10% | 2 | 6 |
| **Total** | **Fail** |
| **Supplier D** | 1 | 1 (a) | 2 | 15% | 3 | Fail |
| 1 (b) | 3 | 5% | 1 | 3 |
| 2 | 2 (a) | 2 | 15% | 3 | Fail |
| 2 (b) | 3 | 5% | 1 | 3 |
| 3 | 2 | 10% | 2 | Fail |
| 4 | 3 | 10% | 2 | 6 |
| **Total** | **Fail** |

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

**Example Price Evaluation** - Firm A Submission:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Surveyor** (At least 1 year experience) **(10%)** | **Senior Surveyor**(Minimum of 3 years experience) **(25%)** | **Associate**(At least 5 years experience) **(30%)** | **Senior Associate**(At least 7 years experience) **(30%)** | **Partner / Director**(Substantial experience of at least 10 years) **(5%)** | **Total Adjusted Rate for each service line** | **Estimated utilization for each services line through the Framework** | **Rate total for each service line** |
|  | **Rate £** | **Rate £** | **Rate £** | **Rate £** | **Rate £** |  |  |  |
| **Monitoring Surveyor Services** | £100.00 | £200.00 | £300.00 | £400.00 | £500.00 |   |  |  |
| Total Adjusted rate for each grade | £10.00 | £50.00 | £90.00 | £120.00 | £25.00 | £295.00 | 50% | £147.50 |
| **Compliance Inspector Services** | £110.00 | £120.00 | £130.00 | £140.00 | £150.00 |   |  |  |
| Total Adjusted rate for each grade | £11.00 | £30.00 | £39.00 | £42.00 | £7.50 | £129.50 | 30% | £38.85 |
| **Project & Cost Management Services** | £160.00 | £170.00 | £180.00 | £190.00 | £200.00 |   |  |  |
| Total Adjusted rate for each grade | £16.00 | £42.50 | £54.00 | £57.00 | £10.00 | £179.50 | 20% | £35.90 |
| **Total Tender Price** | **£222.25** |

Firm B submission:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Surveyor** (At least 1 year experience) **(10%)** | **Senior Surveyor**(Minimum of 3 years experience) **(25%)** | **Associate**(At least 5 years experience) **(30%)** | **Senior Associate**(At least 7 years experience) **(30%)** | **Partner / Director**(Substantial experience of at least 10 years) **(5%)** | **Total Adjusted Rate for each service line** | **Estimated utilization for each services line through the Framework** | **Rate total for each service line** |
|  | **Rate £** | **Rate £** | **Rate £** | **Rate £** | **Rate £** |  |  |  |
| **Monitoring Surveyor Services** | £150.00 | £250.00 | £350.00 | £450.00 | £550.00 |   |  |  |
| Total Adjusted rate for each grade | £15.00 | £62.50 | £105.00 | £135.00 | £27.50 | £345.00 | 50% | £172.50 |
| **Compliance Inspector Services** | £210.00 | £220.00 | £230.00 | £240.00 | £250.00 |   |  |  |
| Total Adjusted rate for each grade | £21.00 | £55.00 | £69.00 | £72.00 | £12.50 | £229.50 | 30% | £68.85 |
| **Project & Cost Management Services** | £260.00 | £270.00 | £280.00 | £290.00 | £300.00 |   |  |  |
| Total Adjusted rate for each grade | £26.00 | £67.50 | £84.00 | £87.00 | £15.00 | £279.50 | 20% | £55.90 |
| **Total Tender Price** | **£297.25** |

Assume Firm A offers the lowest priced weighted total of all applicants, so lowest weighted total is **£222.25**.

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier** | **Tender Price from Form B4** | **Lowest price/Supplier’s price (as %)** | **Price Score (out of 40)** |
| **Supplier A** | £222.25 | 222.25/222.25 = 100% | 100%\*40 = 40 |
| **Supplier B** | £297.25 | 222.25/297.25 = 74.77% | 74.77%\*40 = 29.91 |
| **Supplier C** | Not applicable | Not applicable | Not applicable |

**Worked example of Overall Score and Ranking**

Scores will be rounded to two decimal places, as demonstrated in the example below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier** | **Total Quality Score** | **Price Score** | **Total Score** | **Ranked Position** |
| **Supplier A** | 36.00 | 40.00 | 76.00 | 1 |
| **Supplier B** | 42.00 | 29.91 | 71.91 | 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;

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 26th 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).

Invitation to Tender

Part B – Forms to be Returned

**The Supplier MUST RETURN ALL FORMS within the following section as part of their Submission.**

|  |  |
| --- | --- |
| Full name of the Supplier |  |



# Form B1 Certificate of Non-Collusion and Non-Canvassing

In recognition of the principal that the essence of Tendering is that Homes England shall receive bona fide competitive Tenders from all those Tendering:

WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
	1. communicate to a person other than the person calling for this Tender, the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
	2. enter into an agreement with any person that they shall refrain from Tendering or as to the amount of any Tender submitted; and
	3. offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to have done in relation to any other Tender, any act or thing of the sort described above.
		1. We have not canvassed or solicited any employee of Homes England, in connection with the award of this Tender or any other Tender or proposed award of the Tender for the supply of Supplies and Services and that to the best of our knowledge and belief nor has any person employed by us or acting on our behalf, done any such act.
		2. We further hereby undertake that we will not in the future canvass or solicit any employee of Homes England, in connection with this Tender or any other Tender or proposed Tender for the supply of Supplies or Services and that no person employed by us or acting on our behalf will do any such act.

IN THIS CERTIFICATE

1. ‘Person’ includes any person, any body or association corporate or incorporate.
2. ‘Any agreement or arrangement’ includes any transaction of the sort described above, formal or informal and whether legally binding or not.
3. ‘Any canvassing or soliciting’ includes any direct or indirect canvassing or any attempts to obtain information by any means.

|  |  |
| --- | --- |
| Signed: | Date: |
| Name: | Position in Company: |
| Duly authorised to sign for and on behalf of: |

# Form B2 Quality Submission

To enable Homes England to evaluate the quality element of the Award Criteria, we require Suppliers to provide a response to the delivery of the Scope of Services outlined in Section 4. Suppliers **should refer to Section 13 Evaluation Criteria, contained within Part A** of this document for the relevant weightings and page limits for each question and also the scoring methodology to be used within the evaluation. The answers to each question must be within the page limits is set out in the evaluation criteria. Suppliers can either use the below template for their answers or use their own equivalent template.

|  |
| --- |
| 1 (a) How would you amend your normal**Monitoring Surveyor Services** to monitor progress on a project where a significant amount of homes are being delivered through MMC technologies and off-site manufacture? Maximum page limit: 3 sides A4, Corbel font 11pt   |
|  |

|  |
| --- |
| 1 (b) What resources, capacity and skills are you proposing to make available to deliver **Monitoring Surveyor Services**for Homes England? Maximum page limit: 2 sides A4, Corbel font 11pt  |
|  |

|  |
| --- |
| 2 (a) How would you provide **Compliance Inspector Services** in relation to MMC and design quality? Maximum page limit: 3 sides A4, Corbel font 11pt  |
|  |

|  |
| --- |
| 2 (b) What resources, capacity and skills are you proposing to make available to deliver **Compliance Inspector Services**for Homes England? Maximum page limit: 2 sides A4, Corbel font 11pt  |
|  |

|  |
| --- |
| 3 What resources, capacity and skills are you proposing to make available to deliver **Project Management Services**and**Cost Management Services**for Homes England?  Maximum page limit: 2 sides A4, Corbel font 11pt  |
|  |

|  |
| --- |
| 4 Can you describe how you will assess the adequacy of the arrangements a developer or borrower may have in place for complying with their CDM client duties? Maximum page limit: 2 sides A4, Corbel font 11pt  |
|  |

# Form B3 Pricing Schedule

The completed Form B3 Pricing Schedule must be returned as part of the Tender Return.

**No alteration may be made to the pricing schedule provided**.

The Pricing Schedule is included as a separate document in Excel Format. Please compete this document and return in Excel Format

# Form B4 Form of Tender

**FORM OF TENDER – SUPPLIERS MUST CARRY FORWARD THE TOTAL PRICE FROM FORM B3 PRICING SCHEDULE**

**Development Monitoring and Management Services Framework**

**DN494329**

Chief Executive
Homes England

|  |  |  |
| --- | --- | --- |
| I/We |  | (Supplier’s name) |

having read the tender documentation delivered to us and do hereby offer to provide the services required under the Development Monitoring and Management Services Framework at maximum day rates included in Form B3.

This Tender remains open for acceptance for six calendar months from the tender return date.

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Homes England against such liability with a limit of indemnity of not less than £5m in any one accident, unlimited in any one year.

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other conditions made by the Supplier in connection with this tender figure will be accepted by Homes England and any such insertion, endorsement or condition shall render the tender liable to rejection by Homes England.

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

I/We are aware of the consequences of serious misrepresentation.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Dated this |  | day of |  | 2020 |
| Signed |  | Witness |  |
| Print Name: |  | Address |  |
| Position in Company |  |  |
| Name and Address Company |  |  |

*[This page has intentionally been left blank for two sided printing]*

Form B5 System Information Schedule

The completed Form B5 System Information Schedule must be returned as part of the Tender Return.

You must complete all **three** worksheets in the Schedule to provide company information, ProContract information, and TMS information.

In the TMS information worksheet Suppliers may provide up to twenty contact details from the Lead organisation and these **must** include details for the Lead and Deputy contacts. This is for information purposes only and will only be used if you are successful to provide access to Homes England’s Transactional Management System (TMS). TMS is a web-based system used by Homes England to place Instructions to Framework Suppliers. Other Public Sector Bodies will follow their own protocols for issuing instructions.

**The System Information Schedule is included as a separate document in Excel Format. Please compete this document and return in Excel Format**

# Form B6 Tender Return Checklist

In order to allow Homes England to evaluate your submission and assist your organisation in ensuring it has submitted a compliant Tender, please confirm that you have completed the following Sections and enclosed the relevant documents as detailed in the Tender Documentation by completing the following *(delete as appropriate)*:

|  |
| --- |
| **Completed sections** |
| Form B1 Certification of Non-Collusion and Non-Canvassing | Yes [ ]  No [ ]  |
| Form B2 Quality Submission | Yes [ ]  No [ ]  |
| Form B3 Pricing Schedule | Yes [ ]  No [ ]  |
| Form B4 Form of Tender | Yes [ ]  No [ ]  |
| Form B5 System Information Schedule | Yes [ ]  No [ ]  |

|  |
| --- |
|  |

enquiries@homesengland.gov.uk

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gov.uk/homes-england