

**Standard Selection Questionnaire (SQ)**

**Open Framework for the provision of emergency accommodation for homeless people**

**North Somerset Council reference: DN415720**

**OJEU reference: 2019/S 148-364696**

**Commencing: 15th October 2019**

**Contract Term:** four years

|  |
| --- |
| **Applicant to insert their company/organisation name**  |
|  |

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**Section one- Potential Provider information**

**1. Scope of the Contract**

1.1 North Somerset Council (otherwise known as ‘the Council’) is looking for Suppliers who offer accommodation for people/families who present as homeless to join an Open Framework agreement (or OF). Suppliers may join at any point during the four year term of the framework. We are looking for suppliers who can offer safe and secure overnight accommodation, on a reactive basis, to support homesslessness presentations from North Somerset residents. Suitable suppliers will be required to demonstrate a minimum standard of quality, measured within this SQ document, accompanying appendices and a subsequent inspection from a member of North Somerset Council’s Private Sector Housing Team, this will include demonstrating adherence to the West of England Rental Scheme Minimum Property Standards, which require that the property has the appropriate planning permission, that the necessary inspections and testing have been carried out to electrical equipment and installations, alarms etc and that the property complies with relevant legal standards including Housing Act 2004 licensing requirements, in particular relating to Houses in Multiple Occupation (HMO).

Please see Appendix A- Specification for further information.

1.2The Council wishes to establish a multi-supplier, multi-lotted, Open Framework for the provision of Emergency Accommodation. An Open Framework is similar to a regular framework contract, in that multiple suppliers can be added, however it is more flexible, allowing suppliers to join at any time during the term of the agreement and be eligible to be awarded business. An Open Framework follows a similar structure to a Dynamic Purchasing System (or DPS), however it differs in that business is awarded as a direct award, on a night-by-night basis, rather than carrying out mini-competitions. This procurement falls under the light-touch regime and therefore we have the flexibility to use an Open Framework.

The Open Framework involves a two-stage process; the first stage is concerned with setting up the Open Framework. Under this stage, suppliers are invited to apply for inclusion on the OF and those who meet the selection criteria detailed in this Standard Selection Questionnaire (SQ), including subsequent inspection, will be promoted onto it. Suppliers will be ranked in order of their combined cost/quality score, within each Lot.

Following promotion to the OF, as and when homelessness presentations occur, the Council will offer the business to the highest ranked supplier for the relevant Lot. Should that supplier decline the business, it will be offered to the second highest ranked supplier and so on.

In summary:

* Stage one: Suppliers apply to be promoted to the OF under one or more Lots
* Stage two: As and when there is a need, the suppliers who have been promoted to the OF are offered contracts, dependant on their ranking within the relevant Lot.

**2. Lots**

2.1 This Open Framework has been split into Lots with each Lot relating to a particular accommodation requirement.

The Lots are as follows:

**Lot 1 – Single adult room rate per night inclusive**

This Lot is for rooms to accommodate a single adult. Further information on room requirements can be found within Appendix A- Specification.

**Lot 2 – Adult Couple room rate per night inclusive**

This Lot is for rooms to accommodate a couple or 2 people. Further information on room requirements can be found within Appendix A- Specification.

**Lot 3 – Family room**

This Lot is for rooms to accommodate families, including babies and small children. These rooms should accommodate a minimum of 2 adults and 1 child aged between 0-18, however the Council would like to see suppliers offer the flexibility to scale this up or down where possible and subject to need. Further information on room requirements can be found within Appendix A- Specification.

2.2General Lot information

Suppliers can apply for as many or as few Lots as they wish however it must be made clear on Page 38 of this SQ to which Lot(s) they are applying to be shortlisted.

As and when an emergency requirement is recognised under a particular Lot, the supplier currently ranked in 1st place will be offered the work; it is up to said Supplier to decide whether they have capacity to deliver the service required, if they decline then the 2nd place supplier will be contacted and so on.

Whilst we do not propose to award based on geographical location, on occasion this may affect the Council’s decision to offer an opportunity to the top ranked supplier in any Lot, these are occasions where there is good reason for an individual/family to be placed in a certain area (such as proximity to schools) or where their health or wellbeing would be at risk in certain locations. On these occasions, the Council will determine where best to place the individual/family geographically and the highest ranked supplier who offers accommodation in that area, for that lot, will be contacted. This may not be the overall top ranked supplier.

Similarly, where homeless households have a need for accommodation that has been adapted for disabilities, this may preclude the top ranked supplier from being offered the work, in such instances, the Council would look to contact the top ranked supplier to discuss the specific need around accessibility however the Council reserves the right to award the business to another supplier should they not be satisfied with the accessibility offered. The Council reserves the right to award the business to a supplier who is not the highest ranked but will always look for this to be the most competitive, viable offer.

The approximate annual spend is detailed in the table below. The values given are indicative values only. No inference of the future value of business should be concluded from the figures given below as emergency accommodation requirements may change throughout the life of this OF.

|  |  |
| --- | --- |
| Type of room | No. of nights stayed PA |
| Single Adult room (Lot 1) | 3565 |
| Adult Couple room (Lot 2) | 576 |
| Family room (Lot 3) | 351 |

**3.** **Timetable of Key Dates**

3.1 Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any stage.

 **Round 1**

|  |  |
| --- | --- |
| **STAGE** | **DEADLINE** |
| Tender published on the portal | 02/08/2019 |
| Closing time and date for clarifications  | 27/08/201918:00 |
| Closing date and time for receipt by the Council of bidder responses for OF round 1 | 02/09/201913:00 |
| OF round 2 commences | 02/09/201913:00 |
| Evaluation of round 1 bidder responses  | 02-20/09/2019 |
| Successful/unsuccessful notification | 04/10/2019 |
| Open Framework commences | 15/10/2019 |

Following round 1, rounds will run in the spirit of a DPS and the framework will remain continually open, therefore suppliers can apply to join at any time and any application will trigger the closing of the current round, after which the response will be evaluated. The closing of a current round will automatically trigger the opening of the next round and the OF will remain open for its full four year term. It is the intention of the Council to review OF applications as least monthly, on the first Tuesday of each calendar month, advising bidders of the outcomes within 10 days, however the Council reserves the right to extend this period where necessary.

**4.**  **Bidder’s Responsibility**

4.1 It is the responsibility of the Bidder (Supplier bidding for the opportunity) to satisfy themselves as to the nature, extent, circumstances and situation of the works and that will be held to have, by their own independent site visits and inspection, fully informed and satisfied themselves as to the deliverability of the works in accordance with the contract.

4.2 Bidders will be taken to have, by their own examination of the contract documents, satisfied themselves as to the full requirements of the contract.

4.3 Bidders should be aware that the Council envisages that the any successful supplier should mobilise to provide the services required under the contract immediately after the date of contract award. The supplier/s shall be prepared to commence the service when advised.

4.4 Bidders must satisfy themselves that execution of the contract is within their capabilities and powers and demonstrate this to the Council.

**5. Supplier Clarifications**

5.1 The Council may wish to conduct interviews, make enquiries of bidders existing customers, sample services, carry out site visits and/or require further information of bidders at any stage during the selection process.

5.2 The Council reserves the right to clarify any element of the submitted tender.

5.3 The Council may reject non-compliant tender responses.

**6. Anti-collusion Certificate**

6.1 Bidders must complete the Anti-Collusion Certificate found at section 3 of this document. If the Bidder does not do so, the Council reserves the right at its own choice and without consulting the Bidder either to reject the tender or to treat them as having agreed, by submitting their tender, to bind themselves to the Anti-Collusion Certificate as though they had completed it. The Bidder should also note that the Council will regard the lodging of a false Anti-Collusion Certificate as grounds justifying immediate rejection of their tender without further reference to them or for immediate termination of their contract in the event of a successful award.

**7. Transfer of Undertakings and Protection of Employment Regulations**

7.1 The Council is assuming that the European Acquired Rights Directive No 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) will not apply to this contract. However, it shall be at the successful supplier’s risk whether TUPE may apply either at the beginning or end of the contract.

**8. Monitoring**

8.1 Suppliers are required to collaborate with the Council over the contract period to achieve continuous improvement in the quality and delivery of the services in accordance with the Council’s obligations under Part 1 of the Local Government Act 1999.

**9. The Councils Corporate Initiatives**

9.1 The Council strives to improve the environment and quality of life of North Somerset and its surroundings. Suppliers should attempt to demonstrate that they can and will seek to make a positive contribution to the Council’s energy and environmental aspirations.

**10. Freedom of Information Act**

10.1 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The Council currently expects the position as to what information may be accessible to the public, to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issues decisions in this area. Nor can the Council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting their tender, the Bidder is taken to accept this.

|  |  |
| --- | --- |
| **Information** | **How it is treated** |
| Tender submissions  | Will be treated as publicly inaccessible at least until the successful bidder has signed the contract.  |
| Identity and amount of tenders | The identity and amount of the successful tender will become publicly accessible only after award. The identities and amounts of unsuccessful tenders will remain inaccessible. If amounts appear in publicly accessible documents, the bidders will normally not be identified by name. Unsuccessful bidders will continue to have their existing rights to know details about their own tender, but not other peoples. |
| Contract documents as completed by the successful bidder | Accessible during the advertisement period under the council’s auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law the council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so.  |

**11. Whistleblowing**

11.1 Council contracts include provisions under which the contract will be terminated if the Contractor (Supplier delivering the service) or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916.

11.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.

11.3 The Council takes these issues very seriously. It encourages all bidders, suppliers or for that matter anyone else, to contact it if any Councillor, employee or other contractor, bidder or potential bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.

11.4 If so, or for that matter in respect of any concerns a Contractor may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the council’s whistle-blowing policy. This can be found on the council’s publicly accessible website.

11.5 Suppliers should not attempt to canvass any Member or Officer of the Council about their tender or try and obtain confidential information relating to the service or the tendering process from anyone associated with the Council or from any other past or present contractor to the council. If a Supplier does so their tender is likely to be rejected.

**12.**  **E-tender System**

12.1 The Council uses Supplying the South West as their e-tendering system. The initial OF stage will be run via this portal. Assistance in relation to the e-tender system is available to providers via the ‘Supplier Help’ Icon within the system.

Supplier Guidance documents are also available to view and download.

If, after reading the Supplying the South West reference guides, the supplier remains unable to resolve their issue in using the system and require support, they should contact the technical Support Team

ProContract Technical Support Team

By Tel: 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays).

By Email: swsupport@due-north.com

**Suppliers must ensure that they have the most up to date documents by registering on the e-tendering system at** [**www.supplyingthesouthwest.**](http://www.supplyingthesouthwest.com)**org.uk and expressing an interest. This will enable providers to view the latest documents and see any comments and discussions on those documents.**

**13. Communication and Clarification**

13.1 These instructions are designed to explain matters to bidders in simple terms. If there is any conflict or incompatibility between these instructions and any condition or provision in the contract, the contract shall prevail.

13.2 Bidders should read the instructions and guidance carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.

13.3 All contact and communication during stage 1 of this procurement should be submitted in writing through the Supplying the South West portal.

Bidders should seek to clarify any points of doubt or difficulty via the Supplying the South West portal in sufficient time before the closing date, to enable the Council to respond to all bidders. It is not acceptable for bidders to seek clarifications via telephone or e-mail outside of the Supplying the South West portal.

Where the Council considers any question or request for clarification to be of material significance, it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Bidders should therefore not include, within the question placed, their organisation’s name and any potential commercially sensitive information.

Any clarification questions must be received no later than 27/08/2019 at 18:00pm for the first round of the OF, to allow time within the tender response period for a detailed response to be distributed. For all further rounds, there is no restriction on when clarification questions may be sent.

13.4 Tenders must be submitted in accordance with the following instructions. Any responses not complying with the requirements of the tender in any way may be rejected by the Council, whose decision in the matter shall be final.

13.5 By submitting a tender, the Bidder will be taken to have agreed that their tender will remain open for acceptance for a minimum of 90 days from the closing date.

13.6 Bidders may modify their quotation prior to the deadline for receipt. No quotation may be modified subsequent to the deadline for receipt. Bidders may withdraw their quotations at any time prior to accepting the notification of award.

13.7 Tenders must not:

* + - Be qualified;
		- Be conditional;
		- Be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

13.8 If the Council suspects that there has been a technical or arithmetical error in the submission, they reserve the right to seek such clarification as it considers necessary from that bidder only.

13.9 Bidders may request amendments to the terms & conditions of the contract. The Council reserves the right to accept, partially accept or wholly reject any amendments to the terms and conditions entirely at its own discretion.

13.10 All documentation supplied by the Council shall remain its property and confidential to it. Bidders may not, without the Council’s written consent at any time, use for their own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the Council may make available to bidders, all of which shall remain confidential to the Council.

13.11 The Council does not bind itself to accept the lowest or any tender and shall not be liable for any loss or expense incurred by any bidder in the production of the tender or as a result of its decision not to award the contract to any bidder.

13.12 The Council reserves the right to accept or reject any written tender and to abort the tender process and reject all written tenders at any time prior to award of contract without incurring any liability to the affected bidders. The Council reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

13.13 Where queries require revision of the tender/contract documents, a tender amendment shall be issued via The Portal.

13.14 The Council may make changes to the contract documentation with any such changes notified to bidders via the on-line portal as tender amendments. Where such tender amendments are issued within six working days of the submission date, the Council shall extend the deadline of the tender period where significant changes are made.

13.15 Bidders will be notified of the outcome of their tendering according to the indicative timetable provided at 3.1 above, and no useful purpose will be served by communications with the Council in the meantime, unless invited to do so by the Council.

13.16 Tenders must be based upon the conditions set out in the following documents, otherwise they may be rejected technically, commercially or both on the grounds of non-compliance.

* Supplier Selection Questionnaire
* The Specification (Appendix A)
* Draft Contract Document (Appendix B)
* The Pricing Schedule (Appendix C)
* Quality Submission (Appendix D)

 (and all other appendices, together referred to as the ‘contract documentation’)

13.17 Bidders must complete the following documents which will form part of the contract with the Council if the Bidder is successful.

* Completed Supplier Selection Questionnaire
* Completed Anti-collusion Certificate (Section 3)
* Completed Certificate as to Canvassing (Section 3)
* Completed Form of Tender (Section 3)

(together referred to as the ‘tender documentation’)

13.18 Any information provided that has not been asked for will not be taken into consideration.

**14. Completing the Supplier Selection Questionnaire (SQ)**

14.1 These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the tender document. Failure to adhere to this request may invalidate the bidder’s tender.

14.2 Bidders must complete the Supplier Selection Questionnaire in English and in the format outlined in the Form of Tender (15) unless they are choosing to submit the European Single Procurement Document (ESPD) in the place of parts 1 and 2 of the Supplier Selection Questionnaire (SQ) and return it via the online procurement portal, to arrive not later than the date specified in the timetable (for Round 1 only). If the Bidder chooses to submit the ESPD, they must please ensure they also respond to the other pre-qualifying elements of this document.

14.3 Bidders should provide their responses to any questions asked underneath each of the questions posed, unless otherwise advised. If it is really necessary for them to refer to another document that they are submitting with their tender, it is their responsibility to make sure that they do this clearly, in a way that is easy to follow and identifies which document, and the page and paragraph that deals with the question. If the reference is ambiguous or the Council cannot trace or follow your answer, that will be at the Bidder’s risk, and is likely to have a detrimental effect on the evaluation of their tender.

14.4 If there is any question in the tender documentation the bidder cannot answer or any requested information they cannot provide, they should give a full explanation as to why within their tender documentation.

**15. Pricing**

15.1 The Pricing Schedule must be completed at the stage of joining the Open Framework. Bidders price scores will be calculated, per Lot, based on their responses to the pricing schedule. The weighted price score, per Lot, will be added to the weighted quality score which will give an overall ranking of suppliers with the Lot. Suppliers will be told their current ranking within any Lot but information will not be shared on names of other suppliers within the Lot.

15.2 Suppliers on the OF may change their pricing at their discretion by resubmitting a pricing schedule. The purpose of this is to maintain the dynamic nature of the OF in allowing suppliers to offer more competitive pricing over the 4 year term, this will allow suppliers to increase their chances of being given work by moving themselves up the ranked list. Suppliers may reduce their prices as much as they wish, at any time, however price increases will be capped at the level of Consumer Price Index (CPI) and the window to submit increases will be restricted to an annual frequency, based on the Consumer Price Index (CPI) published each September. Pricing Schedules requesting price increases may **only** be provided from the date of the September CPI publication up until the 30th November. Price increase will take effect within 10 Working Days of 1st December of each year and all affected Framework Providers will be notified in the event of changes to any rankings by the Service Provider. The price adjustment will take effect upon written confirmation by the Council to the Service Provider. The Council is not responsible for holding on file any Price Increase requests provided before or after this point.

15.3 Bidders must complete all parts of the pricing schedule for the Lots they are bidding for, including providing addresses for the all properties as separate lines on the schedule. See Appendix C for further information.

**16. Form of Tender**

16.1 Bidders are required to submit their tender in the following format with the required information. Failure to do so may disqualify their tender.

|  |  |  |
| --- | --- | --- |
| **Part/Section** | **Required information** | **Further information** |
| SQ,Part 1  | Provider InformationBidding ModelContact Details | Complete all questions of all parts of Standard Selection Questionnaire Part 1. |
| SQ, Part 2 | Grounds for mandatory exclusion | Please indicate your answer by marking a ‘X’ in the relevant box |
| SQ, Part 2 | Grounds for discretionary exclusion | Please indicate your answer by marking a ‘X’ in the relevant box |
| SQ, Part 3 | Project Specific Questions | Please indicate your answer by marking a ‘X’ in the relevant box |
| Section 3 | Anti-Collusion Certificate | Complete, sign and submit the Anti-Collusion Certificate  |
| Section 3 | Certificate as to Canvassing | Complete, sign and submit the Certificate as to Canvassing  |
| Section 3 | Form of Tender Letter | Complete, sign and submit the Form of Tender Letter  |

**17. Tender Evaluation**

17.1 As the first stage of the OF, evaluation will be pass/fail based on bidders SQ and quality responses, as well as passing an inspection from a member of theNorth Somerset Council’s Private Sector Housing.

17.2 Tenders will be evaluated on the basis of 80% price, 20% quality.

17.3 Price will be evaluated based on specific pricing per Lot, Pricing for Lots 1 & 2 will be based on the price per night stated. Pricing for Lot 3 will be calculated using a sum of 1 adult, 1 child aged 0-5 and and 1 child aged 6-18.

17.4 Quality will be evaluated through method statements, specific questions are provided within Appendix D and will be evaluated using the following criteria:

|  |  |  |
| --- | --- | --- |
| **Score**  | **Classification** | **Award Criteria** |
| 5 | Excellent | A response that inspires confidence; specification is fully met and is robustly and clearly demonstrated and evidenced. Full evidence as to how the contract will be fulfilled either by demonstrating past experience or through a clear process of implementation.  |
| 4 | Good | A response supported by good evidence/examples of the Bidders’ relevant ability and/or gives the Council a good level of confidence in the Bidders’ ability. All requirements are met and evidence is provided to support the answers demonstrating sufficiency, compliance and either actual experience or a process of implementation. |
| 3 | Satisfactory | A response that is acceptable and meets the minimum requirement but remains limited and could have been expanded upon.   |
| 2 | Weak | A response only partially satisfying the requirement with deficiencies apparent.  Not supported by sufficient breadth or sufficient quality of evidence/examples and provides the Council a limited level of confidence in the Bidders’ ability to deliver the specification. |
| 1 | Inadequate | A response that has material omissions not supported by sufficient breadth and sufficient quality of evidence/examples. Overall the response provides the Council with a very low level of confidence in the Bidders’ ability to deliver the specification. |
| 0 | Unsatisfactory | No response or response does not provide any relevant information and does not answer the question. |

A minimum score of 3 will be required for any quality question, any question scoring a 2 or less will be considered to have not passed minimum requirements and will not be evaluated any further.

17.5 Bidders only need to answer the quality questions once, regardless of how many Lots they are bidding for, and their score for this will be added to their pricing to make up their overall score for any/all Lots.

17.6 Once the Quality submission scores are determined, bidders’ responses will be ranked in descending order by their total score. The Bidder with the highest overall combined score who has passed all elements of the SQ will be ranked in 1st place for each Lot.

17.7 Should a Bidder offer a number of different locations at different prices, they may appear on Lot rankings more than once. Price for each location will be treated separately to give an accurately ranked list per Lot.

17.8 If the Council considers a tender to be abnormally low priced and it considers that the tender price is not sustainable, it reserves the right to challenge how the Bidder can deliver the expected quality at that price. If the Council is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender.

17.9 At the outset of joining the OF, bidders will be asked to provide a copy of all relevant, signed documentation that will require agreement and signature from the Council.

**18. Inspections and re-inspections**

18.1 It is a strict requirement that all suppliers pass an inspection from the Housing Team on all properties they propose to offer under this Open Framework. Properties will be reinspected on a regular basis. A member of North Somerset Council’s Private Sector Housing Team will assess against the West of England standard, a copy of the inspection form is provided in Appendix E and suppliers must satisfy themselves that they have or will pass the inspection and can maintain their property/ies to that standard at all times. Suppliers are asked to confirm this within Section 9, question A.3, page 31.

Inspections will be carried out for each property that has not already passed an inspection within a certain period, to be determined by the Private Sector Housing Team, and any property that does not meet the requirements of an inspection will be deemed to have failed a pass/fail element and will not be promoted to the OF. A supplier may pass on some properties and fail on others, they will not be prohibited from joining the OF for those properties that pass inspection and may reapply for those that have failed. Should a supplier fail their reinspection during the term of the OF, they will be removed from the OF for the properties that failed. Suppliers may re-join the OF, having passed another inspection, however they will be treated as a new applicant and will need to complete this SQ application again.

**19. Call off Arrangements**

19.1 As a “Light Touch” service, the Council intend to award contracts by way of direct awards.

Once the OF has been established and opportunities commence, they will be carried out outside of the Supplying the South West portal. The Council’s Homeless Prevention Team will award opportunities to whichever supplier is the currently top ranked within the relevant Lot, unless there is a geographical or accessibility reason not to (as detailed under General Lot Information, page 4), in which case the top ranked supplier for the Lot who is able to provide for that area will be contacted.

**20. Method of Evaluation**

20.1 This section seeks to clarify how each element will be evaluated i.e. whether they are scored or constitute a Pass/Fail

**Table 3 details those sections that are Pass / Fail:**

**Table 3**

|  |  |  |
| --- | --- | --- |
| **Key Section Question/s** | **Outline** | **Level** |
| SQ, Part 2 | Grounds for Mandatory Exclusions | The Council may exclude any provider who answers ‘Yes’. |
| SQ, Part 2 | Grounds for Discretionary Exclusion | The Council may exclude any provider who answers ‘Yes’.  |
| SQ, Part 3. Section 8 | Insurance(self-certification) | Minimum:Employers Liability £5 MillionPublic Liability £1 MillionThis is a Pass/Fail requirement. |
| SQ, Part 3. Section 9 | Project specific questions to assess Technical and Professional Ability | Your response to this section will be evaluated, please refer to 20.2 and 20.3 below which offers additional guidance on the scoring mechanism to establish a pass/fail for questions A.1 and A.2. Evidence of a policy will only be requested of successful Bidder/s. This is a Pass/Fail requirement. |
| Inspection from Private Sector Housing Team | Inspection | The Council may exclude any provider who fails to pass an inspection or reinspection at any time during the OF |

20.2 **Additional guidance with regards the Health & Safety**

All questions in this section must be completed. If you are required to provide a Health & Safety policy, it must be of a standard to demonstrate competence and compliance with regards to H&S legislation and will be considered in relation to the nature of each procurement.

All of the questions asked are based on legislative requirements and responses will be evaluated to ensure that the information provided corresponds to the level of risk of the work or service activity(ies) specified within the tender.

**The pass mark for this is 2**

A score of less than **2** for any part will be considered to have failed and removed from the tender process. Where a policy is awarded a score of less than **2**, it will also be deemed to have failed and the next most economically advantageous tender will be assessed.

|  |  |
| --- | --- |
| Excellent Response , wholly compliant, | 3 |
| Good response, the key information / standards are in place. Some minor omissions  | 2 |
| Information submitted is inadequate | 1 |
| Significant omissions. Response wholly inadequate or no response. | 0 |

If you have self-certified that you have SSIP status or hold OHSAS18001/ISO 45001, instructions around the Health and safety policy will not apply however you may be asked to evidence your status/qualification.

20.3 **Additional guidance with regards Equalities & Diversity**

If required, your equality and diversity policy, as requested at Section 9, A2, Volume Two, will be assessed using the following criteria:

* Inclusion of all 9 protected characteristics specified in the Equality Act (age, disability, race, religion or belief, sexual orientation, pregnancy and maternity, marriage or civil partnership, sex, gender reassignment)
* A statement of acknowledgement of compliance with responsibilities under the Equality Act 2010
* A statement of how equality issues are being considered by the organisation in both employment and service delivery
* A statement of how equality issues are reviewed or monitored in the organisation, including the overall responsibility for the implementation of the policy
* An action plan on how equality issues are being improved across the organisation.

A point will be awarded for each fulfilled criteria which is evident in your policy. The pass mark for this is 4/5.

We understand that not all suppliers will have formal policies in place, if you do not currentlyhave a policy for E&D, or you are concerned that your current policy may not meet with our minimum standards, the Council can support you in the creation of one, this will include a 15 minute session with a member of the Equality and Diversity team, where they will provide you with a template and guidance on how to complete it. Please contact us via the Supplying the South West portal if you would like to organise a session.

**21. Later Entry To and Exit From the Open Framework**

21.1 New suppliers can enter into the OF at any time by completing and passing the SQ stage of this process.

Suppliers who fail to be accepted onto the OF may reapply at any time.

Suppliers who decide to leave the OF, may do so at any time, unless they are currently supplying the Council, in which case suppliers are required to give 28 days' notice.

Where the Council considers there to be insufficient providers able to fulfil a given requirement to the satisfaction of all Council Representatives, new suppliers will be actively encouraged to apply to the OF.

Any Supplier who does not pass reinspection from the Private Sector Housing Team, for any reason, will automatically be removed from the OF and any contracts with them will become null and void with immediate effect. Suppliers may apply to re-join the OF should they pass a further inspection however they will be required to complete and pass the SQ stage again.

**Section Two – Standard Selection Questionnaire**

**Standard Selection Questionnaire**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

 When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

 **Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Emergency Accommodation Open Framework**

**DN415720 – 2019/S 148-364696**

**Notes for completion**

1. The “authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Providers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the potential supplier completing this standard Selection Questionnaire **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The term ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. 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’.

4. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

5. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

6. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

8. Please upload a completed version of this document via the procurement portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

**Sub-contracting arrangements**

9. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used 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.

10. The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Providers should be aware that where information provided to the authority 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 supplies and/or services required. Providers should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

11. Please note that the authority 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 the authority as being necessary for the satisfactory performance of the contract.

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

‘**Self-cleaning’**

13. Any Supplier that answers ‘Yes’ to questions within part 2 should provide sufficient evidence, in a separate Appendix, 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 the authority in each case.

If such evidence is considered by the authority (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; and
* 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 the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

*The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure*

**Part One: Potential supplier Information**

|  |  |
| --- | --- |
| **Section 1** | **Potential supplier information** |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1 (b) - (i) | Registered office address (if applicable) |  |
| 1.1 (b) - (ii) | Registered website address (if applicable) |  |
| 1.1 (c) | Trading statusa) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status) |  |
| 1.1 (d) | Date of registration in country of origin |  |
| 1.1 (e) | Company registration number (if applicable) |  |
| 1.1 (f) | Charity registration number (if applicable)  |  |
| 1.1 (g) | Head office DUNS number (if applicable) |  |
| 1.1 (h) | Registered VAT number |  |
| 1.1 (i) – (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes [ ]  No [ ]  N/A [ ]  |
| 1.1 (i) – (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes [ ] No [ ]   |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes [ ] No [ ]  |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-3) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.[[4]](#footnote-4) (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred providers and the persons of significant in control of them

|  |  |
| --- | --- |
|  | **Bidding model** |
| **Question number**  | **Question** | **Response** |
| 1.2(a) – (i) | Are you bidding as the lead contact for a group of economic operators? | Yes [ ] No [ ] If yes, please provide details listedin questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2and 3.If no, and you are a supporting bidder please provide the name ofyour group at 1.2(a) (ii) forreference purposes, and complete 1.3, Section 2 and 3 |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes [ ] No [ ]  |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each subcontractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each subcontractor |  |  |  |  |  |

 |

**Contact details and declaration**

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

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
|  | **Contact details and declaration** |
| **Question number**  | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |   |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part Two: Exclusion Grounds**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** |
| **Question number**  | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation. | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes [ ] No [ ] If Yes please provide details at 2.1(b) |
| 2.1 (b) | If you have answered yes to question 2.1(a), please provide further details:Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes [ ] No [ ]  |
| 2.3(a) | Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes [ ] No [ ]  |
| 2.3 (b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |
| --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** |
|  | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)** The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1 (a) | Breach of environmental obligations?. | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes [ ] No [ ]  If Yes please provide details at 3.2  |
| 3.1 (d) | 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? | Yes [ ] No [ ]  If Yes please provide details at 3.2 |
| 3.1 (e) | Guilty of grave professional misconduct? | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (f)  | Entered into agreements with other economic operators aimed at distorting competition? | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (h) | Been involved in the preparation of the procurement procedure? | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (i) | 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? | Yes [ ] No [ ] If Yes please provide details at 3.2 |
| 3.1 (j)3.1 (j) – (i)3.1 (j) – (ii)3.1 (j) – (iii)3.1 (j) – (iv) | Please answer the following statements The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. 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, selection or award. | Yes [ ] No [ ] If Yes please provide details at 3.2Yes [ ] No [ ] If Yes please provide details at 3.2Yes [ ] No [ ] If Yes please provide details at 3.2Yes [ ] No [ ] If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

|  |  |
| --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** |
| **Name of organisation**  |  |
| **Relationship to the Supplier completing these questions** |  |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes [ ] No [ ]  |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes [ ] No [ ]  |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes [ ] No [ ]  |

**Part Three: Selection Questions[[5]](#footnote-5)**

**Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.**

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer’s (Compulsory) Liability Insurance = £5,000,000Public Liability Insurance = £1,000,000\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

|  |  |
| --- | --- |
| **Section 9** | **Project Specific Questions to Assess Technical and Professional Ability** |

|  |  |  |
| --- | --- | --- |
| A.1  | **Health and Safety**Please self-certify that that you have accredited SSIP membership or hold OHSAS18001 which you will either have already or shortly need to convert to ISO 45001. If you do not have this, you will be required to provide a copy of your Health and Safety Policy that complies with current legislative requirements. This will be only requested of the highest scoring tenderer during the evaluation process. If this policy is requested of you please ensure that you include:1. A statement of intent 2. Responsibilities section which sets out who is responsible for specific actions3. The arrangements section containing the detail of what you are going to do in practice and information on how you are going to eliminate or reduce the risks of hazards in your work.If you have any other relevant policies/procedures connected with this work, please include these alongside your tender response. This includes your requirement to manage subcontracting partners should you be subcontracting any part of the provision. | Yes [ ]  No [ ]  |
| A.2a | **Equality and Diversity** |
| *For the avoidance of doubt, should question C relating to subcontractors not be relevant to your organisation for this provision, please enter “N/A”* |
|  |  |
| a) In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes [ ] No [ ]  |
| b) In the last three years, has your organisation 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 or alleged unlawful discrimination?  | Yes [ ] No [ ]  |
| If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring |
| c) If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Yes [ ] No [ ] N/A [ ]  |
| A.2b | * 1. Please self-certify that you are able to provide a signed and dated copy of your most recent written Equality and Diversity Policy Statement.
	2. As an employer do you comply with your statutory obligations under the Equality Act 2010 which applies in Great Britain, or equivalent legislation in the countries in which your firm employs staff?
	3. If requested, your Equality & Diversity policy will be assessed in line with the guidance at 9.6, therefore please familiarise yourself with this guidance. The policy will be scored out of 5 and to pass the council’s requirements for this contract opportunity you must achieve a score of 4 or more.
 | Yes ☐ No ☐Yes ☐ No ☐ |
| A.3 | Please self-certify that you have read the inspection form at Appendix E and, to the best of your knowledge, can comply with the requirements therein.This will be followed up with an inspection of your property/ies and any supplier/property that does not pass this inspection will not be added to the Open Framework.  | Yes ☐ No ☐ |

**Declaration**

|  |
| --- |
| I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of......................... (**Insert name of supplier**). I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.I also declare that there is no conflict of interest in relation to the Authority’s requirement.The following appendices form part of our submission: |
| **Section of SQ** | **Appendix number** |
|  |  |
|  |  |
| Name |  |
| Role in organisation |  |
| Date |  |
| Signature |  |

**Section Three – Additional requirements/certificates**

 **Non-collusive Tendering**

TO: North Somerset Council

Having examined the contract documents for the above mentioned service we offer to perform and complete the said service for such sum as may be ascertained in accordance with the said Conditions of Contract.

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

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

We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:-

a) Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender.

b) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.

c) Offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the short described above.

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

Signed: ………………………………………… Date: ………………….. in the

capacity of ………………………………………. ………duly authorised to sign tenders

and give such Certificates on behalf of ………………………………………Address:

**Certificate as to Canvassing**

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer or Employee of the Client in connection with the acceptance of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf has so acted.

I/We further hereby undertake that I/We will not in future canvass or solicit any member, officer or employee of the Client in connection with the award of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf will so act.

Signed:

Designation:

(Duly authorised to sign tenders and give such certificate for and on behalf of :)

Bidder

Date: Address:

**Form of Tender Letter**

**Form of Quotation**

**Open Framework for Emergency Accommodation.**

To: North Somerset Council

I/We the undersigned, having read the Conditions of Contract and Specifications do hereby offer to complete the supply of services required to be performed in the carrying out of the above contract in accordance with the above documents, to the criteria as appended to this form of quotation.

I/We, hereby undertake to enter into a Contract incorporating such Conditions of Contract, Specification, drawings and this Quotation, and I/We hereby agree that in the event of my/our Quotation being accepted, until such Contract be executed, the said Conditions of Contract, Specification, and Quotation, together with the acceptance thereof in writing, shall constitute a Contract. I/We agree that my/our offer shall remain open for acceptance for a period of twelve weeks from the date fixed for return of quotations.

I/We agree that my/our quotation remains open for consideration for a period of 90 days from the date fixed for lodgement of quotes. I/We declare that insurance, Contract Particulars is currently maintained by me/us and shall be maintained in accordance with the Contract Particulars.

I/We confirm that I/we have the capability and resources to meet all requirements of the brief in terms of quality, cost and time.

**SIGNED………………………………………………………………………………………………………………**

**DATE…………………………………………………………**

**PERSONS, FIRM OR COMPANY**:

**ADDRESS:**

**List of Appendices**

**Appendix A – Specification**

**Appendix B – Draft Terms and Conditions for FA**

**Appendix B.1 – Schedule 5**

**Appendix C – Pricing Schedule**

**Appendix D – Quality Submission**

**Appendix E – Inspection form**

**Appendix F – House rules**

**Indication of Lots bid for**

|  |  |  |
| --- | --- | --- |
| **Lot** | **Category** | **Bidding for Lot?** |
| **Lot 1** | **Single Adult room** |  |
| **Lot 2** | **Adult Couple room** |  |
| **Lot 3** | **Family room** |  |

Please ensure you include on your pricing schedule pricing for all lots you are bidding for.

**Guidance on new supplier Selection Questionnaire**

**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

**Discretionary exclusions**

**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, selection 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).

1. For the list of exclusions, please see

https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/551130/List\_of\_Mandatory\_and\_Discretionary\_Exclusions.pdf [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships) [↑](#footnote-ref-3)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)
5. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-5)