**INVITATION TO TENDER (ITT)**

FOR THE PROVISION OF ASBESTOS SURVEYING, SAMPLING, AIR MONITORING, CONSULTANCY AND TRAINING

(Our Ref: ML2020/012)

**N.B. Closing date and time for receipt of tenders is 13:00hrs on Monday 16/08/21**

**INVITATION TO TENDER FOR:** Asbestos surveying, sampling, air monitoring, consultancy and training

**OUR REF: ML2020/012**

Magenta Living is inviting tenders for the provision of Asbestos surveying, sampling, air monitoring, consultancy and trainingservices as advertised in Find A Tender on 14/07/21 under reference [2021/S 000-016434](https://www.find-tender.service.gov.uk/Notice/016434-2021) ,in Contracts Finder and on our [website](https://www.magentaliving.org.uk/tenders) and social media platforms

Documentation

This invitation to tender comprises the following documents:

Document 1 Invitation to Tender – this document

Document 2 Specification

Document 3 Tender response Questionnaire

Document 4 Pricing Matrix

Document 5 Form of tender

Document 6 GDPR Due Diligence Questionnaire (applicable to Lot 2 only)

Document 7 Magenta Living Framework Agreement

Appendices

Appendix A Lone Worker Policy

Appendix B Code of Conduct

Appendix C Asbestos Surveys KPI Handbook

Appendix D Asbestos Safety Policy

Appendix E Contractor Portal - Process Flow - Final

Appendix F Asset Register

Appendix G Safeguarding Policy

Appendix H Complaints Policy

Appendix I Demobilisation Plan

Tenders must be returned in accordance with the ‘Instructions and Information for Tenderers’

Whilst Tenderers are preparing their responses, questions will inevitably arise. It is requested that all queries be referred to writing via the messaging facility on the [portal](https://procontract.due-north.com/Register) linked to this tendering exercise.

In order to allow ML time to offer appropriate answers, Tenderers must submit any queries by the date specified in the table below.

**Procurement Timetable**

The anticipated timescales for this procurement is as follows, however Magenta Living reserves the right to change the timescales as may be required.

|  |  |
| --- | --- |
| Tenderer’s clarification questions to be submitted by 5pm on | 4/08/2021 |
| The return date for this tender is 13:00hrs | Mon 16/08/2021 |
| Tender evaluation/ post tender clarifications | w/c 16/08/21 (estimated) |
| Site Visits (if applicable) | 10 am Tuesday 20/07/21 |
| The anticipated award date subject to standstill period is | 2/11/21 |
| Anticipated start date | 6/12/21 |

We look forward to receiving your tender response.

Yours faithfully

C.McAleavy

Carmon McAleavy

Procurement Officer

**Definitions**

Unless the context otherwise requires, the following words and expressions used in this Invitation to Tender shall have the following meanings;

|  |  |
| --- | --- |
| Framework | The formal legal binding framework that will be awarded to the successful tenderer as a result of this tendering exercise, which includes the framework terms and conditions as attached as Document 7 |
| ITT | Invitation to Tender – this document plus all associated documents which comprise the Invitation to Tender package |
| ML | Magenta Living |
| “FST Notice” | Notice to tender published on the Find a Tender UK e-notification service |
| “Open Procedure” | The method of procurement as specified under the Public Contracts Regulations 2015 |
| “Stage 1 (Selection)” | The first stage of tender evaluation to determining the ‘suitability’ of Suppliers in terms of demonstrating sufficient financial and technical capability and capacity to deliver the requirements under this Framework Agreement. |
| “Stage 2 (Award)” | The second stage of tender evaluation in determining the most economically advantageous tender (MEAT) |
| “Tenderers” | Organisations responding to this Invitation To Tender. |
| “Tender” | Your response to this Invitation to Tender |

Contents

[1. Tender Overview 7](#_Toc76541745)

[1.1. Magenta Living 7](#_Toc76541746)

[1.2. Background 7](#_Toc76541747)

[1.3. Objectives of the Procurement 7](#_Toc76541748)

[1.4. Scope of the Supplies/Services 7](#_Toc76541749)

[1.5. Period of Framework 8](#_Toc76541750)

[1.6. Appointment on to the Framework Agreement 8](#_Toc76541751)

[1.7. Framework Call off 8](#_Toc76541752)

[1.8. Aims and Objectives of the Framework Agreement 9](#_Toc76541753)

[2. Instructions for Tendering 10](#_Toc76541754)

[2.1. Introduction 10](#_Toc76541755)

[2.2. Site Visit 10](#_Toc76541756)

[2.3. Partnering & Sub-Contracting 12](#_Toc76541757)

[2.4. Consortia Arrangements 12](#_Toc76541758)

[2.5. Further Information / Clarification 13](#_Toc76541759)

[2.6. Eligibility of Prospective Contractors 14](#_Toc76541760)

[2.7. Conditions of Offer 14](#_Toc76541761)

[2.8. Non-Compliant / Incomplete Tenders 15](#_Toc76541762)

[2.9. Period of Validity 15](#_Toc76541763)

[2.10. Guarantees / Security Bond 15](#_Toc76541764)

[2.11. TUPE 15](#_Toc76541765)

[2.12. Confidentiality 16](#_Toc76541766)

[2.13. Freedom of Information Act 16](#_Toc76541767)

[2.14. Conflicts of Interest 18](#_Toc76541768)

[2.15. Canvassing 19](#_Toc76541769)

[2.16. Right to Verify Information 20](#_Toc76541770)

[2.17. Right to Cancel or Vary this Procurement 20](#_Toc76541771)

[3. Tender Response & Submission Requirements 22](#_Toc76541772)

[3.1. Structure of Tender Proposal 22](#_Toc76541773)

[3.2. Format & Presentation of Proposal 22](#_Toc76541774)

[3.3. Form of Tender 23](#_Toc76541775)

[3.4. Pricing 23](#_Toc76541776)

[3.5. Expenses 25](#_Toc76541777)

[3.6. Submission of Tenders 25](#_Toc76541778)

[3.7. Closing Date & Time for receipt of Tenders (Tender Submission Deadline) 25](#_Toc76541779)

[3.8. Late Tenders 26](#_Toc76541780)

[4. Specification Requirements 27](#_Toc76541781)

[4.1. The Requirement 27](#_Toc76541782)

[4.2. Specification & Scope 27](#_Toc76541783)

[4.3. Social Value 27](#_Toc76541784)

[4.4. Equality & Diversity 28](#_Toc76541785)

[4.5. Data Protection – Compliance with GDPR 28](#_Toc76541786)

[4.6. Relationships 28](#_Toc76541787)

[4.7. Financial Management – Orders and Payments 28](#_Toc76541788)

[4.8. Variation of Prices 28](#_Toc76541789)

[4.9. Risk Management 29](#_Toc76541790)

[4.10. Insurance 29](#_Toc76541791)

[5. Evaluation Criteria 31](#_Toc76541792)

[5.1. Evaluation and Award Criteria 31](#_Toc76541793)

[5.2. Scoring Mechanism 38](#_Toc76541794)

[5.3. Tender Evaluation Process 39](#_Toc76541795)

[5.4. Acceptance of Tender Submissions for the Framework Agreement/ Standstill Period 41](#_Toc76541796)

# Tender Overview

## Magenta Living

Magenta Living is the largest registered housing provider in Wirral and a not-for-profit organisation, owning and managing just under 13,000 properties. Employing around 500 staff, we are a significant local employer demonstrated by Investors for People Gold Standard and retaining our Customer Service Excellence Certificate.

## Background

This document is an Invitation to Tender to provide asbestos surveying, sampling, air monitoring, consultancy and training services to Magenta Living as advertised on FST under reference [2021/S 000-016434](https://www.find-tender.service.gov.uk/Notice/016434-2021) in Contracts Finder and on our [website](https://www.magentaliving.org.uk/tenders) and social media platforms

## Objectives of the Procurement

Magenta Living have a duty to manage asbestos within properties and premises they own or manage as a landlord, as well as a duty as an employer to minimise the risk of exposure to asbestos containing materials (ACMs) to their employees.

Providers shall be able to fulfil the specified requirement to assist Magenta Living in complying with all current legislation and regulations regarding asbestos within their properties.

## Scope of the Supplies/Services

The scope of service has been developed by Magenta Living compliance team, in consultation with Lucion Environmental and key users of the existing services based on current and future requirements.

Full details of the servicesare to be found in Document 2 – Specification.

The Framework Agreement will be split into 2 Lots and covers a range of asbestos management services including surveying and bulk sampling as shown below Table 1 and both lots contain an element of consultancy and training

Table 1

|  |  |
| --- | --- |
| **Lot** | **Requirement** |
| Lot 1 - Empty Homes (Void) | * Asbestos Surveying including Refurbishment & Demolition surveys * Bulk Sample Analysis * Air Monitoring * Fibre Counting * Consultancy and Training |
| Lot 2 - All other Magenta property types requiring Communal and Planned Works | * Asbestos Surveying including Management Surveys, Refurbishment & Demolition Surveys, Hybrid (Localised and Management Surveys) * Bulk Sample Analysis * Air Monitoring * Fibre Counting * Emergency callouts * Consultancy and Training |

## Period of Framework

The Framework Agreement will be for a period of 4 years.

It is anticipated the Framework Agreement will commence on 6/12/2021, and terminate on 05/12/2025

## Appointment on to the Framework Agreement

Up to 4 providers will be appointed onto each lot of the Framework. This will be the up to 4 topped ranked Providers. However, Magenta Living reserves the right to increase the number of Providers appointed if their scores are closely placed around the cut-off point.

Bidders can submit a response and be appointed onto either or both of the Lots

Please note Magenta Living are also procuring a Framework Agreement in relation to Asbestos Management and Remediation works, via our [e-tendering portal](https://procontract.due-north.com/Register) under reference DN543218. Bidders should only submit a bid for **one** of the opportunities i.e. Asbestos surveying, sampling, air monitoring, consultancy and training services (this opportunity) **OR** Asbestos removal, remediation and disposal works, consultancy and training as the same Providers will **NOT** be appointed onto both Framework Agreements

## Framework Call off

Orders may be placed throughout the Framework.

The allocation of Orders for the Services will be by Direct Award to the topped ranked Provider on the specific Lot based on capacity and performance.

If the topped ranked Provider on a specific Lot indicates they do not have the capacity to undertake the Services, the Order will be allocated to the next ranked provider and so on

If performance levels continuously fail to meet the specified KPI’s Magenta Living reserve the right to allocate the Order to the next ranked Provider on the specific Lot

Where there is a requirement for services that do not fall within the Schedule of Rates identified Document 4 – Pricing Schedule in a mini-competition may take place at the discretion of Magenta Living.

## Aims and Objectives of the Framework Agreement

Through this Framework Agreement, Magenta wishes to establish and maintain a longer term relationship between Magenta and the Provider, working in partnership to deliver a consistent quality approach to the specified service requirements.

The objectives of the Framework are as follows:

* To assist Magenta Living in meeting their statutory and moral duties and obligations regarding asbestos management
* To put Magenta Living and their customers first by ensuring the highest standards are met in order to minimise exposure to asbestos containing materials
* To deliver value for money service and continual improvement on the Magenta Living’s approach to the management of asbestos.
* To deliver high quality services that focus on quality and outputs for Magenta Living, their customers and employees.
* To encourage and support greater partnership working and true collaboration between both Magenta Living and the Provider(s)to deliver services.
* To encourage effective supply chain management with Provider(s) in order to deliver value for money to Magenta Living.
* To support regeneration and renewal projects where possible.
* To support Provider(s) to work closely with Magenta Living, their customers and employees in order to deliver services on a local or neighbourhood level.
* To ensure the highest health and safety, public health and environmental standards and considerations are met through the service delivery.
* To support benchmarking and performance monitoring in a meaningful way.

Magenta Living will work with Providers to ensure that the Framework objectives are being met throughout the Framework period.

# Instructions for Tendering

## Introduction

Magenta Living is seeking to establish a framework agreement for the provision of asbestos surveying, sampling, air monitoring, consultancy and training services.

The Framework Agreement will be open for use and the services called off by Magenta Living .

Anticipated volumes in relation to this Framework Agreement can be found at Document 4 – Pricing Matrix.

Based on historical information of similar services previously carried out over the last 12 months, it is anticipated that the total value of such services required by Magenta under this Framework Agreement is approximately £2,052,000 (excluding VAT) broken down as below:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Spend pa** | **Total (over 4 years)** |
| Lot 1 | £98,000 | £392,000 |
| Lot 2 | £415,000 | £1,660,000 |

The above figures are for information only and ML cannot guarantee these figures or any levels of business.

Your organisation is invited to Tender for the services as indicated in portal notification.

Tenderers should read these instructions carefully before completing the remaining documentation. Failure to comply with these requirements for completion and submission may result in the rejection of your Tender.

Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be performed by them if their Tender is accepted.

## Site Visit

It is strongly recommended that Tenderers visit site during the tender period. A site visit has been scheduled for **10.00am Tuesday 20th July 2021** at Laird Street CH41 8ER next to the North Star Public House. AMagenta Living representative will be in attendance at the site visit.

Attendance will be limited to one representative per organisation and all social distancing requirements must be strictly adhered to. In order for the number of attendees to be managed, Magenta require confirmation of attendance no later that midday **Monday 19th July 2021**. Failure to confirm attendance may result in your organisation being able to attend.

Whilst reasonable care has been taken in preparing this ITT, the information within it does not purport to be exhaustive or to have been independently verified. ML does not accept liability or responsibility for the adequacy, accuracy or completeness of any information or opinions stated in this document. No representation or warranty, express or implied, is or will be given by ML or any of its representatives, employees, agents or advisers with respect to the ITT or the information on which it is based. Any liability for such matters is expressly disclaimed.

Each Tenderer shall be deemed to have satisfied itself before submitting a Tender proposal as to the accuracy and sufficiency of the Tender price stated in its Tender proposal, which shall (unless otherwise provided) cover all obligations under the Framework Agreement.

Each Tenderer will also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances, which might reasonably affect its submission.

Nothing in this ITT shall be taken as constituting an offer, Contract or agreement between ML and any other party.

In compiling their response Tenderers should assume that ML has no prior knowledge of the Tenderer’s organisation, its practice or involvement in existing services, projects or procurements. Only the information contained within the tender response will be taken into consideration as part of the evaluation process.

Nothing in this ITT shall be taken as constituting an offer, contract or agreement between ML and any other party.

ML shall not be under any liability in respect of any expenses or losses that may be incurred by the Tenderer in the preparation and submission of its Tender proposal and any further costs incurred prior to the appointment of providers of the services specified under the Framework Agreement.

Neither the issue of this ITT nor any part of its contents is to be taken as any form of commitment on the part of ML to proceed with the Tender process, and in so far as it is compatible with any relevant laws, the right is reserved to amend the proposed timetable and/or ITT procedures, to terminate the procedure and to terminate any subsequent discussions with any Tenderer at any time, without prior notice, without incurring any liability to the affected Tenderers.

ML shall not be bound to accept any Tender /ESPD submission in response to this ITT.

No unauthorised alteration or addition shall be made to the ITT or to any of the ITT documents. However Magenta Living recognises that some of the information may be contained within a European Single Procurement Document (ESPD). In addition Tender submissions must not be qualified, whether by reference to assumptions, conditions or otherwise, but must be submitted strictly in accordance with the ITT and these instructions.

To be clear, ML expressly reserves the right not to award any Contract/Framework Agreement as a result of this procurement process and it shall not be liable for any costs incurred by Tenderers. ML also reserves the right to accept all or any part of a tender.

## Partnering & Sub-Contracting

ML will consider tenders where subcontractors are used or where some of the services required in this ITT are provided in consortium or shared service arrangements. Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the Framework Agreement requirements your response to the relevant section in the Tender response document should provide details of the proposed bidding model that includes member of the supply chain, the percentage of work being delivered by each sub-contractor and the key Framework Agreement deliverables each sub-contractor will be responsible for.

Magenta Living recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date, however Tenderers should be aware where information provided to Magenta Living indicates that sub-contractors are to play a significant role, in delivering key Framework Agreement requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify Magenta Living immediately of any change in the proposed sub-contractor arrangements. Magenta Living will make a revised assessment of the submission based on the updated information and reserves the right to reject the Tenderer prior to award of Framework Agreement, based on the assessment of the updated information.

## Consortia Arrangements

If the Supplier completing this Tender is doing so as part of a proposed consortium, the following information must be provided:

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

Please note that Magenta Living may require the consortium to assume a specific legal form if awarded onto the Framework Agreement, to the extent that a specific legal form is deemed by Magenta Living as being necessary for the satisfactory performance of the Framework.

For Part 1 and Part 2 of the questionnaire every organisation that is being relied on to deliver the Framework Agreement must complete and submit the self declaration.

For answers to part 3 onwards of the questionnaire, if you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

All members of the consortium will therefore be required to provide the information required in all sections of the Tender response as part of a single composite response to Magenta Living i.e. each member of the consortium is required to complete the on-line questionnaire.

Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details within Part 1 of the questionnaire where indicated.

Magenta Living recognises that arrangements 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. Tenderers should therefore respond on the basis of the arrangements currently envisaged. Tenderers are reminded that the lead contact for the bid should notify Magenta Living 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. Magenta Living will make a revised assessment by applying the evaluation criteria to the new information provided. Magenta Living reserves the right to reject the Tenderer prior to any new award of Framework Agreement, based on an assessment of the updated information.

## Further Information / Clarification

Should any prospective Tenderer have any query in connection with any of the Invitation to Tender Documents, ML shall endeavour to answer written enquiries made no later than **5pm on 4/08/2021***.* Please note that queries from Tenderers will not be considered after this date and time has passed**.** All queries must be sent via the messaging facility on the portal linked to this tendering exercise. Direct emails to Magenta Living staff and/or Telephone enquiries will not be accepted.

Except where ML considers that questions are not material to the procurement process and the fullest understanding of its objectives, such questions and their subsequent replies will be communicated via the portal messaging facility linked to this tendering exercise in an anonymous form so that all can have the benefit of the information. It is the responsibility of Suppliers to check their portal notifications on a regular basis.

Except in so far as may be authorised by ML, no person in ML’s employ or other agent has any authority to make any representation, or explanation, to Tenderers, as to the meaning of the Framework Agreement, the Specification or any other ITT Document, or as to anything to be done or not to be done by Tenderers or the Supplier or as to these instructions or as to any other matter or thing so as to bind ML or bind or fetter the judgment or discretion of ML’s representative in the exercise by him or her of his or her powers and duties under the Framework Agreement.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender response and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of their Tender response shall be borne by the Tenderer.

## Eligibility of Prospective Contractors

Any change that is considered material by Magenta Living as to identity or control of a Tenderer, or in the eligibility of a Tenderer, happening before or after the Tenderer has submitted its response to the Invitation to Tender, will lead to its disqualification.

## Conditions of Offer

Tenderers should note that the successful Tenderer(s) will be required to enter into Framework Agreement under seal/deed A copy of the Framework Agreement is attached as Document 7.

ML considers that Tenderers should be able to commit to the Framework Agreement, as Tenders are made on the basis that the successful Tenderer will be capable of performing under the Framework Agreement and that the Tender price covers the true cost of performance.

Once the Framework Agreement has been awarded and the Framework Agreement prepared and sent to the successful Tenderer for signature, no changes will be permitted to be made to the Framework Agreement except in the case of manifest error.

The contents of submitted Tenders will be deemed to be binding upon the Tenderer and open for acceptance by ML for the duration of the validity period. Therefore Tenderers are cautioned to verify their Tender proposals before submitting their Tender response.

Should any additions or deletions to any ITT documents, supplementary clauses or additional information be considered necessary by ML at any time prior to the closing date for submission of Tender responses, then these will be issued to all Tenderers and will be deemed to be part of the ITT documents.

In order to give Tenderers a reasonable time in which to take such amendments or additional information into account in preparing their Tender response, ML may, at its discretion, extend the deadline for the receipt of Tender responses.

## Non-Compliant / Incomplete Tenders

Tenders may be rejected if the complete information called for is not given at the time of tendering or if the Tender submission fails to comply with the format and presentation as instructed in this ITT document. Magenta Living recognises however, that some of the information may be submitted via a European Single Procurement Document (ESPD)

**Tenderers should note that any statements given that are later found to be untrue will automatically disqualify your application and any subsequent framework award.**

## Period of Validity

Tenders shall remain valid for 3 monthsfrom the closing date for receipt of Tenders.

## Guarantees / Security Bond

ML may require an appropriate security in the form of an ultimate holding or parent company guarantee from the successful Tenderer in a form to be provided.

In the event that a Tenderer is unwilling or unable to provide a parent company guarantee, the Tenderer should specify any other types of security that will be provided and / or whether they will obtain a performance bond in respect of their performance under the Framework Agreement.

Where the supplier has self certified that they meet ML’s minimum level of economic and financial standing and/or the specified minimum threshold value as outlined in the tender response questionnaire, verification will be sought from the winning Tenderer following the final evaluation of Tenders, prior to Framework Agreement award. The successful Tenderer shall therefore, if so requested by ML, furnish the required guarantee or bond to ML.

## TUPE

Although TUPE is not deemed applicable, Tenderers attention is drawn to the provision of European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE *may* apply to the transfer of the contract from the present provider to the new one, giving the present provider’s staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful tenderer on the same terms and conditions.

Tenderers are advised to seek independent professional advice on the effect of the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended (“TUPE”).

Tenderers must be prepared to accept all liabilities that may arise as a consequence of the application of TUPE.

## Confidentiality

All information supplied by ML in connection with this ITT shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of ML, except that such information may be disclosed so far as is necessary for the purpose of obtaining advice, sureties, insurance, guarantees and quotations necessary for the preparation and submission of the Tender. Save for the purpose of tendering, all such information must not be copied or reproduced in whole or in part and must be returned to ML on demand whether or not a Tender is submitted.

ML will not disclose to any person (apart from its professional advisors) genuinely commercially sensitive or confidential information communicated as such in response to this ITT except to the extent required by law. Tenderers should therefore highlight information on their responses which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons why they consider this. ML reserves the right to copy and electronically distribute all or any part of the Tenderers proposals for the purpose of ML’s analysis and assessment.

When providing details of contracts in answering question Q6 the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

ML reserves the right to contact the named customer contact provided in response to question Q6 regarding the contracts included in question 6. You will have validated that the named customer contact is prepared to provide written evidence to confirm the accuracy of the information provided. Customer references should be factual. The named customer contact does not owe ML any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

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

## Freedom of Information Act

Tenderers are reminded that the Freedom of Information Act 2000 (the “FOI Act”) has created significant new rights of access to recorded information held by public authorities (including Magenta Living) in England, Wales and Northern Ireland. The FOI Act came into force in full on 1 January 2005.

The FOI Act created two general rights in relation to information (subject to any applicable exemptions). Firstly, the right for an information applicant to be told whether or not the information requested is held and, secondly, the right to be provided access to this information, usually within 20 working days.

Magenta Living is not currently subject to the Freedom of Information Act, however should the Freedom of Information Act be applicable to Magenta Living in the future, Magenta Living may be obliged to disclose information provided by Tenderers in response to this Invitation to Tender under the Freedom of Information Act 2000, all subordinate legislation made under this and the Environmental Information Regulations 2004 (“the Freedom of Information Legislation”).

Tenderers should be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. Magenta Living will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if the public interest in its disclosure outweighs the public interest in maintaining the exemption. No response to this Tender should be covered by a general statement regarding its overall confidentiality; instead any specific areas of confidential information should be highlighted as outlined below. Magenta Living accepts no liability (including for negligence) for loss as a result of any information disclosed in response to a request under the Freedom of Information legislation.

Tenderers should highlight information in their responses which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons why they consider this.

Magenta Living will use reasonable endeavours to consult with Tenderers over the release of information which is highlighted by them as commercially sensitive or confidential.

Tenderers are advised that documentation provided by them in response to this ITT and other documentation supplied by them in connection with this Framework Agreement may be the subject of an FOI Act request. As part of such a request, Magenta Living may be requested to provide details in relation to the proposed Framework Agreement, including the nature of the services provided, standards of services, performance and the Tender evaluation criteria.

A Code of Practice under the FOI Act makes provision for Magenta Living to consult with third parties, where appropriate, regarding the disclosure of information obtained from third parties. However, in all cases, Magenta Living and not third parties must determine whether or not information should be disclosed under the FOI Act.

Tenderers are recommended to take their own independent legal advice regarding the effect of the FOI Act.

Notwithstanding any other term of this Agreement, the parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Legislation, the content of this Agreement is not Confidential Information. Magenta Living shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOI Legislation.

Notwithstanding any other term of this Agreement, the Suppler hereby gives its consent for Magenta Living to publish this Agreement in its entirety, including from time to time agreed changes to this Agreement, to the general public, provided always that:-

(a) Magenta Living may consult with the Supplier to inform its decision regarding any exemptions but Magenta Living shall have the final decision in its absolute discretion; and

(b) The Supplier shall assist and cooperate with Magenta Living to enable Magenta Living to publish this Agreement.

## Conflicts of Interest

ML requires all actual or potential conflicts of interest to be resolved to its satisfaction before the delivery of Tenders. This includes any conflicts of interest arising during the Tendering, evaluation and framework finalisation processes where a Tenderer or a Supplier or adviser put forward by a Tenderer in respect of the Framework is:

* the same firm or company or a member of the same group of companies as another Tenderer as that put forward by another Tenderer in respect of the Framework Agreement; or
* an existing adviser to or a member of the same group of companies as an adviser to ML in relation to the Framework Agreement.

For reference, the relevant advisers of ML are :

* Anthony Collins Solicitors
* Lucion Environmental

ML reserves the right to reject any Tender received from a person or business trading for profit to whom Magenta Living is prohibited from making a payment or granting a benefit under its Code of Conduct.

Magenta Living’s Code of Conduct prevents Magenta Living from making any payment (even if full value is received in return) to any close relative of board members, or of any person who has ceased to be a board member. It also prevents ML from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management.

There are only limited exceptions to the Code of Conduct. Tenderers who are unclear as to the application of the Code of Conduct to their circumstances should seek clarification from the Contact Person.

Tenderers, for all services where a conflict of interest may exist or arise, must therefore inform ML and submit Tender proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a real danger of bias in the execution of the services under the Framework Agreement.

## Canvassing

Any Tender proposal submitted by a Tenderer in respect of which the Tenderer:

* has directly or indirectly canvassed any official of ML or obtained information from any other person who has been contracted to provide services to ML, concerning the award of the framework or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or proposal submitted by any other Tenderer; or
* fixes and/or adjusts any Prices in the Tender Proposal and/or Schedules by or in accordance with any agreement or arrangement with any other person; or
* communicates to any person other than ML the amount or approximate amount of the prices shown in its Tender Proposal and / or Schedules except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender Proposal or for the purpose of insurance or any security or financing;
* enters into any agreement with any other person that such other person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown or referred to by another Tenderer in its Proposal and / or Schedules; or
* offers or agrees to pay to any person having direct connection with this ITT or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed submission any act or omission; or
* in connection with the award of the Framework Agreement commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972:

in any of these cases may not be considered for acceptance and may accordingly be rejected by ML provided always that any such non-acceptance or rejection shall be without prejudice to any other civil remedies available to ML or any criminal liability which such conduct by a Tenderer may attract.

Any change in the identity of a Tenderer, for this Framework Agreement, at any time between Tender proposal submission and execution of the Framework Agreement, may only be made with ML’s prior written approval.

## Right to Verify Information

Magenta Living may contact (or require the Potential Provider to contact on its behalf) any of the Potential Provider’s customers, members of its Group of Economic Operators (if it acts as Lead contact), Sub-Contractors or other third parties to whom information relates in the Potential Provider’s Tender, to ask that they testify that such information is accurate and true.

Magenta Living reserves the right to seek third party independent advice or assistance to validate information submitted by a Potential Provider and/or assist in the tender evaluation process.

Magenta Living reserves the right to conduct site visits of any premises indicated by the Potential Provider to be used in connection with the Potential Provider’s provision of the goods and/or services and/or audits at any time during this Procurement.

Magenta Living may require the Potential Provider to clarify aspects of its Tender in writing and/or provide additional information. Failure to adequately respond may result in the rejection of the Potential Provider’s Tender and its elimination from further participation in all or part of this Procurement.

## Right to Cancel or Vary this Procurement

Magenta Living reserves the right, subject to the rules set out in the Regulations to;

* change the basis of or the procedures for this Procurement at any time;
* Amend, clarify, add or withdraw all or any part of this ITT at any time during this Procurement, including varying any timetable or deadlines set out in the ITT; and:
* Cancel all or part of this Procurement at any stage at any time, including for the reason stated in paragraph 2.17.3 below; and
* Not to award a contract for some or all of the goods and/or services for which tenders are invited.

Potential Providers accept and acknowledge that, and in accordance with the Regulations Magenta Living is not bound to accept any Tender or award a Contract with any Provider at all.

If Magenta Living deems that none of the tenders received in response to this ITT are satisfactory, it reserves the right to terminate all or part of this Procurement.

# Tender Response & Submission Requirements

## Structure of Tender Proposal

The Tender proposal should be structured as follows:

* Completed Tender Response Questionnaire
* Completed, signed and dated Form of Tender
* Completed Pricing Matrix
* Complete GDPR Due Diligence Question **(applies to Lot 2 submissions only)**

## Format & Presentation of Proposal

Tenders must ensure that their Tender response is submitted in the format prescribed within this document. Tenderers must respond within the documentation provided and follow the numbering system, although Magenta Living recognises that some of the information requested may be submitted in the format of the European Single Procurement Documentation (ESPD). Attachments should only be enclosed where requested. Unnecessary attachments will not be read.

Should you include attachments (where requested) in support of your response, they should be referenced with the name of your Organisation and cross referenced with the relevant question number. Attachments which are not suitably referenced or which exceed the word limits permitted for any particular response will not be read.

All responses must be inserted into the relevant text field within the Tender response Questionnaire, unless an attachment is additionally permitted. Only information entered into the relevant text field or information provided as an attachment supplied in accordance with Magenta Living’s instructions will be taken into consideration for the purposes of evaluating a tender.

Tenderers must answer all questions accurately and as fully as possible within the word limits specified. Magenta Living my disregard any part of a question which exceeds the specified word limit (ie the excess will be disregarded, not the whole response).

Tenderer’s responses should be limited to, and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic.

Tenderers must not answer questions by simply cross referencing to attachments – the response must be contained within the relevant text box. Similarly tenderers must not answer questions by cross referencing to other answers or other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right

Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.

Where responses are not offered or further information (e.g. an attachment) is missing, an evaluation rating of zero may be recorded.

All Tenders must be complete and comply fully with the requirements of this ITT.

## Form of Tender

Tenderers must ensure that the Form of Tender is completed carefully, signed and dated before returning as part of your Tender submission. The Form of Tender must be signed:

* where the Tenderer is an individual, by that individual;
* where the Tenderer is a partnership, by at least two duly authorised partners;
* where the Tenderer is a company, within the meaning of the Companies Act, either by a director or secretary of the company, such person being duly authorised for that purpose or by another person duly authorised provided that proof of authority to sign is submitted with the Declaration; and the Tenderer shall produce forthwith upon request documentary evidence of any authorisation.

## Pricing

Prices must include all costs associated with the delivery of the Works. No additional costs identified post tender will be accepted by ML.

Prices will be fixed for the first 12 months of the Framework Agreement

Following that period, any requests for price changes must be accompanied by a written summary and supported by evidence to justify the proposed price change. Evidence must include specific cost breakdowns showing separately any increases or decreases in materials, labour and overhead costs and shall be agreed no later than 3 months prior to the effective date. Please note any prices changes will be limited to CPI Rate for the month of September from the preceding year to the year in which the increase is to be applied. (e.g. any proposed price increase in the year 2022 will not exceed the CPI for September 2021)

For the avoidance of doubt, fully inclusive costs mentioned throughout this specification are deemed to include all charges connected with the goods and/or services required:

* All labour charges; including any call-out fees, time on site etc.
* All travel costs.
* All carriage and freight costs.
* All equipment costs, i.e. tools, personal protection equipment, vehicles, scaffolding etc.
* All waste management costs.
* All welfare provision costs.
* All overheads, i.e. insurances, licences, DBS, accreditations etc. All necessary works certification/guarantee/warranty costs.
* All administration costs, i.e. staff resources, contract management costs etc.
* All other costs associated with the proper, safe and efficient execution and completion of the work.

Tenderers are required to complete ITT Document 4 - Pricing Matrix,following instructions on completion (*as shown on the instructions page)*

ITT Document 4 - the Pricing Matrix must be completed by all Tenderers and is required to ensure an effective evaluation of bids. Tenderers must use the documentation provided, in the format provided. Any attempt to alter or change the documentation may lead to disqualification of your bid.

All prices quoted shall be fixed and firm and shall apply during the first 12 months of the Framework Agreement period.

The prices in ITT Document 4 - the Pricing Matrix shall include for all services shown or described in the Framework Agreement as a whole and for all services not described but apparent as being necessary for the complete and proper execution of the Framework Agreement.

No quantity or continuity of work is guaranteed to the successful Tenderer and this should be taken into account when completing the Pricing Matrix. Unless expressly stated to the contrary, any quantities given in this ITT are for information only.

Each item in the Pricing Matrix must be fully priced, with insertions for each item. If any item is unpriced (whether by leaving the rate and/or amount space blank or by entering “included” or otherwise), that item shall be deemed to be free of charge.

All prices quoted shall be exclusive of Value Added Tax (VAT).

Where a day rate is quoted this is based on a minimum of 8 working hours during a normal working week (Monday – Friday) and excludes lunch breaks. Where more hours are worked in a day, only the day rate will be chargeable.) No increase in the day rate shall be passed to ML in the event of a promotion of the tenderer(s) personnel or any other increase in the cost of the designated personnel.

The Successful Tenderer will not charge ML for travelling time in addition to daily fees. Any travelling time at the start or end of the working day is at the Successful Tenderer’s cost.

Figures inserted into the Pricing Matrix must be a single figure and not a range of figures. A range of fees will not be accepted. Where a range of fees are submitted, ML will evaluate this offer on the basis of the highest fee quoted within the range, thus attracting the lowest possible score.

## Expenses

The successful Tenderer’s expenses will be limited to those as for Magenta Living staff, details of which will be issued upon award. No other expenses will be reimbursed.

The Successful Tenderer(s) shall be responsible for making their own travel and accommodation arrangements.

## Submission of Tenders

Tenderers are responsible for ensuring that their Tender has been successfully completed prior to the Tender submission deadline.

Tenders must be submitted via the e-tendering [portal](https://procontract.due-north.com/Login/). Tenders submitted by any other means will not be accepted.

To ensure that your tender has been submitted Tenderers must ensure they click “**Submit response**”. You will be required to reconfirm this by clicking ‘submit response’ a second time. If the submit response button is greyed out, the submission checklist can be used to pick out why. (anything with a red box will need revisiting). Tenderers may modify and resubmit a tender at any time prior to the Tenders Submission Deadline, before the Tender Submission Deadline, Tenderers must satisfy themselves that the tender has been submitted including all responses and attached any requested attachments, through the e-tendering portal. Tenderers cannot modify a tender after the Tender Submission Deadline.

All responses to this Invitation to Tender must be in English.

ML reserves the right, at its discretion, to request clarification in writing, or further relevant information, from any Tenderer post submission of the Tender response.

## Closing Date & Time for receipt of Tenders (Tender Submission Deadline)

The last date for receipt of Tender submissions is **13:00hrs on 16/08/2021.** All Tenders must be received by Magenta Living via the [portal](https://procontract.due-north.com/Login) before the Tender Submission Deadline. ML does not acknowledge receipt of Tender documents and accepts no responsibility for loss or non-receipt of Tender responses.

## Late Tenders

Tenders will be received up to the time and date stated. It is the Potential Provider’s responsibility to ensure that their Tender is received on time.

Tenders received after the Tender Submission Deadline may be considered irregular and therefore may be excluded from this Procurement. ML does not undertake to consider Tenders received after that time unless there is sufficient evidence to pre-suppose it’s due delivery.

If bidders are prevented from submitting their tender by the Tender Submission Deadline as a result of a technical issue with Magenta Living’s e-tendering portal, they can access Proactis Supplier Support by emailing procontractsuppliers@proactis.com or suppliersupport@proactis.com (to log a ticket in the supplier support system) or call 0330 005 0352 in an emergency. Depending on the issue, Magenta Living may then agree alternative arrangements / dates for tender submission.

# Specification Requirements

## The Requirement

ITT Document 2 - Specification outlines the services description, targets and performance requirements.

Additional commercial requirements are included below. Both documents should be taken into consideration when completing the tender response questionnaire

## Specification & Scope

Providers are encouraged to hold trade body memberships with organisations, where applicable to the work they will be undertaking. Examples of relevant trade bodies include:

* Safety Schemes in Procurement (SSIP)
* Property Care Association
* Contractors Health and Safety Assessment Scheme (CHAS)
* Constructionline
* RoSPA

In addition to the legally required accreditations, Providers are encouraged to hold relevant accreditations where applicable to the work they are undertaking, for example:

* ISO 17020 ISO/IEC 17020:2012Conformity assessment — Requirements for the operation of various types of bodies performing inspection
* ISO 9001 Quality Management
* ISO 14001 Environmental Management
* Investors in People
* ISO45001 – Occupational Health and Safety Management

This list is not exhaustive, and Providers will be required at any time throughout the Framework period to provide Magenta Living (upon request), with details of any trade body memberships Providers may hold.

Magenta Living may stipulate their requirement for Providers to hold a specific membership.

## Social Value

Employment initiatives, training and apprenticeship schemes are encouraged by Magenta Living.

Providers shall work with Magenta Living’s staff and tenants, residents or customers in order to provide education around the work they will be carrying out on behalf of Magenta Living where applicable.

When Providers propose to use an apprentice to carry out work, they must ensure the apprentice is always supervised by fully trained and competent personnel. The cost of all supervised work is to be borne by the Provider.

## Equality & Diversity

Please refer to Clause 9 of Document 7 - Framework Agreement

## Data Protection – Compliance with GDPR

This Framework Agreement and any resulting call off contracts will be subject to Data Protection Legislation. Each Party shall comply with Data Protection Law in connection with this Framework Agreement In particular each Party shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Framework Agreement.

Please refer to Clause 8 of Document 7 - Framework Agreement for further details

## Relationships

Successful Tenderer(s) appointed onto the Framework Agreement will be required to demonstrate a commitment to positive relationships with ML

Successful Tenderer(s) will be required, on occasion to co-operate with ML’s representatives in responding to specific enquires that may involve more than one specialist area of expertise.

## Financial Management – Orders and Payments

The tendered price must include for the removal and disposal of all waste.

Services called off from the Framework Agreement must only commence following the written agreement of the successful Tenderer’s pricing proposal including timescales for the services required.

Payment terms will be in accordance with those outlined at Schedule 6 – Instruction Terms, clause 7 – Fees of Document 7 – Framework Agreement.

Invoices should be submitted to [financeteam@magentaliving.org.uk](mailto:financeteam@magentaliving.org.uk)

## Variation of Prices

Prices must include all costs associated with the delivery of the goods/services. No additional costs identified post tender will be accepted by ML.

Prices will be fixed for the first 12 months of the Framework Agreement

Following that period, any requests for price changes must be accompanied by a written summary and supported by evidence to justify the proposed price change. Evidence must include specific cost breakdowns showing separately any increases or decreases in materials, labour and overhead costs and shall be agreed no later than 3 months prior to the effective date. Please note any prices changes will be limited to CPI Rate for the month of September from the preceding year to the year in which the increase is to be applied. (e.g. any proposed price increase in the year 2022 will not exceed the CPI for September 2021)

If ML and the successful Tenderer(s) fails to agree any proposed revised prices the previous prices paid will prevail, until such agreement can be reached.

## Risk Management

In addition to 2.27 of Document 2 – Specification the successful Tenderer(s) shall

* provide all supplies/ services under the Framework Agreement in a timely and professional manner in accordance with best industry practice using all reasonable skill and care.
* ensure the Framework agreement is delivered by appropriately skilled and qualified persons who have the necessary expertise to deliver and shall ensure that such personnel are fully trained and up-to-date with all current industry developments.

## Insurance

The successful Tenderer(s) must hold as a minimum, the following insurances, throughout the duration of the Framework Agreement period

* Public liability £5 million pounds (five million pounds) for each and every claim;
* Employer’s liability and motor insurances – as required by Law; and
* Professional indemnity £2 million pounds (two million pounds) for each and every claim.

\* **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**.

The successful tenderer will provide ML will details of all relevant insurances policies and copies of any cover-notes relating to the insurances on an annual basis following the renewal of such insurances, to ensure required policies and insurance levels are maintained.

# Evaluation Criteria

## Evaluation and Award Criteria

The tender process will be conducted to ensure that the tenders are evaluated fairly to ascertain the most economically advantageous tender (M.E.A.T).

This procurement follows the “OPEN” procedure as outlined in \*Regulation 7 of The Public Contracts Regulations 2015.

Tender responses must provide sufficient information which clearly demonstrates a Tenderer’s capability to deliver the Framework Agreement and supports their understanding of and contains their proposals to meet the specification and contractual requirements outlined in these ITT documents.

Tenderers who submit a Tender with arithmetical errors leading to a revised Tender sum when the errors are corrected will be given the opportunity to accept the revised Tender sum or withdraw the Tender.

A Tender containing major arithmetical errors or a large number of arithmetical errors may be rejected on the ground that there is a serious doubt about the competence of the Tenderer.

Each Lot tendered for will be the subject of a separate evaluation. It is possible therefore, that Tenderers will be either ‘wholly successful, ‘partially successful’ or ‘unsuccessful’.

ML also reserves the right to accept or all part of a tender, it is therefore possible that Tenderers for each Lot bid for may be either ‘wholly successful, ‘partially successful’ or ‘unsuccessful’

It is important therefore that when completing the tender response questionnaire, the method statements you provide in support of your response give evidence of proven ability to provide the services and “how” you propose to meet the requirements of this Framework Agreement.

When compiling their response tenderers should assume that ML has no prior knowledge of the Tenderer’s organisation, its practice or involvement in existing services, projects or procurements. Only the information contained within the Tender response will be taken into consideration as part of the evaluation process.

The tender process is an Open process with ’Selection’ and ‘Award’ assessments as part of the same scoring exercise.

The tender will be evaluated as follows:-

* **Stage 1** (Supplier ‘suitability’) - will be based on a desktop assessment process. Only those Tenderers whose responses pass all of the ‘pass/fail’ criteria, and demonstrate relevant financial strength will proceed to Stage 2 (Award).
* **Stage 2** (Award) will be evaluated based on the best value for money, taking into consideration the evaluation criteria and methodology detailed below. Where the Supplier has self-certified that they meet the minimum requirements in respect of Stage 1 criteria, ML will seek to obtain such evidence in verification, after the final tender evaluation decision, from the winning Supplier only.

Stage 1 Evaluation

| **Section** | **Assessment** |
| --- | --- |
| Scope of the requirement | This section is for information only to confirm which Lot(s) the Tenderer is bidding for |
| **Part 1**  **Section 1.1 Supplier Information**  **- Section 1.2 Bidding Model**  **- Section 1.3 Contact Details** | This section is for information only to ensure Magenta Living has the Supplier’s correct details. (FI) |
| **Part 2 –Exclusion Grounds -** Compliance with Public Contracts Regulations 2015  **Section 2 – Mandatory Grounds**  **Section 3 – Discretionary Grounds inc conflicts of Interest** | This section will be assessed on a PASS/FAIL basis. If a Supplier cannot confirm any of the statements, or provide sufficient evidence that remedial action has taken place to the satisfaction of Magenta Living, Magenta Living reserves the right to exclude them from participating any further |
|  | In addition to the conflicts of interest identified at 3.1g and h Magenta Living’s Code of Conduct prevents Magenta Living from making any payment (even if full value is received in return) to any of its board members, any person who has ceased to be a board member or any close relative of such a person. It also prevents Magenta Living from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management*.*  Tenderers must inform Magenta Living of any potential conflicts of interest and provide details of how the conflict will be mitigated. ML will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore if Potential Providers cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their Tender will be deemed non-compliant and may be rejected. |
| **Part 3 – Section 4**  Economic and Financial Standing | This section will be assessed on a PASS/FAIL basis for the level of economic and financial capacity required by Magenta Living to deliver the Framework Agreement. If any Supplier does not demonstrate it can meet the minimum threshold, it will not be considered further.  The information requested will be assessed on a risk based opinion as to whether a company has sufficient economic and financial standing and capacity to deliver the Framework Agreement and is deemed credit worthy. This assessment will lead to a Pass or Fail. The following minimum requirements must be satisfied:  The potential supplier(s) must have positive current assets. To assess this, the current ratio (current assets divided by current liabilities) obtained from the audited accounts and most recent management accounts must be 1 or more.  The balance sheet contained in the audited accounts and most recent management accounts must show that assets exceed liabilities.  A potential supplier must notify Magenta Living promptly if at any time prior to the award of any subsequent Framework Agreement its current ratio falls below 1 or its liabilities exceed its assets.  **Potential supplier must have a minimum annual turnover of £350k**  Confirmation that a parent company guarantee and performance bond will be given, if required, by Magenta Living or if not what alternative security/performance bond will be given which must be to the Magenta Living’s satisfaction.  Non-compliance will result in a Fail, unless there has been a financial reconstruction since the date of the last audited accounts in which case full disclosure needs to be made and this will be the subject of a detailed evaluation as part of this process and if this evaluation is acceptable the bid will not necessarily Fail. |
| **Part 3 Section 5 – Economic and Financial Standing – where part of a Group** |  |
| **Part 3 Section 6**  Technical and Professional Ability – Relevant Experience and Contract Examples | This section will be assessed on a PASS/FAIL basis – Responses to this section will be assessed to determine the potential supplier’s ability to deliver the Framework Agreement. |
| **Part 3 – Section 7 – Modern Slavery Act** | FI to confirm if commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act") |
| **Part 3 – Section 8 Additional Questions** |  |
| **8.1 - Insurance** | FI to confirm understanding and commitment to obtaining prior to the commencement of the Framework Agreement, the levels of insurance cover as specified. The successful supplier will be required to provide proof/evidence of sufficient valid insurance as specified as required for the delivery of the Framework Agreement |
| **8.2 – General Data Protection Regulations 2018 (GDPR)** | This section will be assessed on a PASS/FAIL basis. Responses to this section will be assessed to determine the potential supplier’s compliance with legal requirements and ability to deliver the Framework Agreement. This section will be assessed as a whole as to whether the approach to Data Protection is deemed acceptable/ low risk in relation to the delivery of the services/ supplies under this Framework Agreement and is compliant with the law. **Only bidders applying for LOT 2 need to complete this question.** |
| **8.3 - Compliance with Equality Legislation** | Magenta Living only wishes to work with Contractors who adopt a positive approach to equality and diversity in the delivery of the works under the Framework Agreement and comply with Equality and Diversity Law. Reponses to this Section will be assessed on a PASS/FAILbasis and may not be considered further should Magenta deem that there is doubt about the Tenderers ability and hence potential risk in term of compliance with E&D Law in the delivery of the works under the Framework Agreement. |
| **8.4 - Environmental Management** | Responses to this Section will be assessed to determine the tenderer’s compliance with legal requirements and ability to deliver the works under this Framework Agreement. This section will therefore be assessed as a whole as to whether the approach to environmental legislation compliance is deemed acceptable/low risk in relation to the delivery of the Works under this Framework Agreement and is compliant with the law. This section will therefore be scored on a PASS/FAIL basis. |
| **8.5 - Health and Safety** | This section will be assessed on a PASS/FAIL basis – Responses to this section will be assessed to determine the potential supplier’s compliance with legal requirements and ability to deliver the Framework Agreement. This section will be assessed as a whole as to whether the approach to Health and Safety is deemed acceptable/ low risk in relation to the delivery of the services/ supplies under this Framework Agreement and is compliant with the law. |
| **8.6 Qualifications/Competencies/Professional Accreditations** | This section will be assessed on a PASS/FAIL basis. Responses to this section will be assessed to determine the potential supplier’s competence to delivery the services outlined in the specification. |
| **8.7 Trade Body Membership** | This section will be assessed on a PASS/FAIL basis. Responses to this section will be assessed to determine membership of the specified Trade Bodies |

Tender submissions will be assessed on the following basis: All submitted documents shall be completed in full and in accordance with the instructions for submission and completion. Documents assessed as incomplete or not submitted in accordance with instructions may fail. However Magenta Living recognises that some of the information may be submitted in the format of a European Single Procurement Document (ESPD).

PASS/FAIL questions will not attract a score or weighting but will determine whether a Tenderer remains in the process.

Those responses that Fail to meet all of the PASS/FAIL criteria in Stage 1 or who have not self certified that they meet all of the PASS/FAIL criteria, will not proceed to Stage 2 evaluation.

Stage 2 Evaluation

| **Section** | **Assessment** |
| --- | --- |
| 9 Confirmation read and fully understand requirements | This section is for information only to confirm that the Tenderer has read and understood the remit of the Framework Agreement and has taken this into consideration before completing their submission |
| 10 Confirmation of agreement to ML Terms and Conditions of the Framework Agreement | PASS/FAIL – Tenderers are required to accept ML’s terms and conditions of the Framework Agreement without amendment. Failure to accept the Framework Agreement without amendment will result in a FAIL and therefore your Tender will not be considered further. |
| 11 Mobilisation | This Section will be scored |
| 12 Framework Delivery | This Section will be scored |
| 13 Performance Management | This Section will be scored |
| 14 Customer Service Standards | This Section will be scored |
| 15 Geographical Service Delivery | This Section will be scored |
| 16 Future Proofing | This Section will be scored |
| 17 Business Continuity | This Section will be scored |
| 18 Exit Strategy | This Section will be scored |
| 19 Employment, Skills and Social Value | This Section will be scored |
| 20 Form of Tender | PASS/FAIL - If the Form of Tender is not fully completed and the Tenderer agrees to each of the items within the Form of Tender, by indicating “Yes” to each item, and the Form of Tender is signed & dated, ML reserves the right to reject the Tender.  Tenderers must also inform Magenta Living of any potential conflicts of interest and provide details of how the conflict will be mitigated. ML will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore if Potential Providers cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their Tender will be deemed non-compliant and may be rejected |
| Price | This Section will be scored |

For this ITT the detailed Evaluation Criteria for Stage 2 is as follows;

|  |  |
| --- | --- |
| **Questions** | **Weighting** |
| 9 Confirmation read and fully understand requirements | Pass/Fail |
| 10 Confirmation of agreement to ML Terms and Conditions of Framework Agreement | Pass/Fail |
| 11 Mobilisation | 12% |
| 12 Framework Delivery | 8% |
| 13 Performance Management | 15% |
| 14 Customer Service Standards | 8% |
| 15 Geographic Service Delivery | 3% |
| 16 Future Proofing | 2% |
| 17 Business Continuity | 5% |
| 18 Exit Strategy | 5% |
| 19 Employment, Skills and Social Value | 2% |
| 20 Form of Tender | Pass/Fail |
| **Quality Questions Total** | **60%** |
| **Price** | **40%** |

## Scoring Mechanism

**Scored** - this applies to documents and clarifications that are scored and aggregated to other scores for the basis of the tender evaluation. Incomplete or blank responses will receive a nil mark

Where sections are scored, the following scoring methodology will apply to each of the questions asked:

| **Assessment** | **Detail** | **Score** |
| --- | --- | --- |
| ***Excellent*** | Demonstrates clearly and convincingly how all Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Agreement documents so as to deliver the services in an excellent way and with excellent value for money for Magenta Living | **100%** |
| ***Good*** | Demonstrates how nearly all of Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Agreement documents so as to deliver servicesto a good standard | **95%** |
| ***Minor reservations*** | Demonstrates how a majority of Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Agreement documents so as to provide a reasonable standard of delivery of services | **70%** |
| ***Significant reservations*** | Provides only limited assurance that Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Agreement documents, so as to result in a mediocre standard of delivery of the services | **30%** |
| ***Poor*** | Either no answer is provided or the answercompletely fails to demonstrate that any of Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Agreement documents | **0** |

Pricing will be evaluated based on the % variance from the lowest price as per below example price scoring methodology. Abnormally low Tenders and any Tenders that are withdrawn during the evaluation process will be excluded from the evaluation process.



Evaluators will assess compliance with Magenta Living Framework Agreement (Document 7). If any Tenderer fails to provide an unqualified acceptance of the Framework Agreement their Tender may not be considered further. If the Tender is deemed to be technically non-compliant, the Tender will not be considered. Only Tenders which are deemed to meet Magenta’s minimum requirements as set out this ITT will be assessed on their Tender price proposals.

## Tender Evaluation Process

The process Magenta Living will adopt to evaluate Tenders will be as follows:

There will be an initial check of all Tenders for completeness and compliance with the tendering instructions (including a check that the Tender is a “compliant Tender”.

Each aspect of the Tender evaluation will generally be undertaken by a panel. The panel will agree a single overall score for each aspect of the Tender being evaluated. This score will be multiplied by the weighting for that item to give a total score for that aspect of the Tender.

Different panels may be used to assess different aspects of the Tender, but the same panel will score all Tenders for the aspect of the evaluation in which they are involved.

Stage 1 evaluation - Following the initial check of all Tenders an evaluation will then be made of each Tenderer’s response by the appropriate evaluation panel. ***Only Tenderers that meet all of the PASS/FAIL criteria at Stage 1 , or have self certified that they meet the PASS/FAIL criteria, will proceed to Stage 2 evaluation.***

Stage 2 evaluation - Following the initial check of all Tenders an evaluation will then be made of each Tenderer’s Method Statements by the appropriate evaluation panel. The panel will apply the appropriate percentage from the table set out in section 5.2.2. above to the marks “weightings” in the in the table in section 5.1.7.

Following the evaluation by the panel, Tenderers may be asked to provide further clarification information and/or may/ may not be invited to a post tender ‘clarification interview’ to discuss in more detail aspects of their Tender submission that need further clarification to validate what the Tenderer is proposing in the Method Statements. Failure to adequately respond may result in the rejection of the Potential Provider’s Tender and its elimination from further participation in all or part of this Procurement

The named customer provided in response to Q6 may be asked to confirm information regarding your performance of their Contract to validate your proposed methodology. The Magenta Living stakeholder panel must be able to evaluate what the Tenderer is proposing in their Method Statements by reference to the actual performance achieved for similar arrangements elsewhere as demonstrated by reference to successful implementation within the client references named in Question 6 and this should be considered by Tenderers when responding to questions

Magenta may also seek to verify information provided as stated in para 2.17. The clarification interview/ information, verification information will be used to validate the provisional scores for the Method Statements.  This may include contacting any existing customer of the bidder whose details the bidder has provided in their tender, providing them with extracts from the Bidder’s Method Statements and asking them to verify that delivery under the bidder’s contract with them is in line with those method statements. Magenta Living may therefore reduce a Tenderer’s provisional score for their written Method Statements where the verification information provided makes it clear that the Tenderer’s actual delivery is not as proposed in their Method Statement such that their written score cannot be justified. Conversely, Magenta Living may increase a Tenderer’s provisional score where it considers that the Tenderer’s Method Statement does not accurately reflect the quality and technical merit of delivery of the works/services that will be provided to Magenta Living.

Each Lot tendered for will be the subject of a separate evaluation. It is possible therefore, that Tenderers will be either ‘wholly successful, ‘partially successful’ or ‘unsuccessful’

The evaluation criteria described in this Invitation to Tender document will be used to inform the final decision as to which Tenderer(s) will be appointed onto the Framework Agreement

The Quality Score will be added to the Price Score to determine the final score for each Potential Provider (“Final Score”). Where there is a tie, then the tie’d tender that scores the highest on the Pricing Schedule (deemed the lowest price) will be deemed the No 1 ranked bidder.

Following final evaluation of Tenders validation will be sought from the winning Tenderer of information that was ‘self – certified’ as meeting the minimum specified Stage 1 criteria and the winning Tenderer will therefore be asked to provide evidence providing proof of their ability to meet the minimum specified requirements. Where the Framework Agreement requires the Provider to process personal data (the Processor) on behalf of Magenta Living (the Controller) then the GDPR Due Diligence Questionnaire must be completed and responses must provide evidence that demonstrates and validates compliance with GDPR and Magenta’s minimum specified requirements.

Following such a request, should the winning Tenderer fail to provide satisfactory validation of their ability to meet the minimum mandatory requirements, or the evidence provided does not sufficiently demonstrate their ability to meet the minimum mandatory requirements then Magenta Living may reject their Tender.

The second highest scoring Tenderer will then be given the opportunity to provide validation evidence of their ability to meet the mandatory minimum requirements where they have self certified.

## Acceptance of Tender Submissions for the Framework Agreement/ Standstill Period

In accordance with Regulation 86 of the Public Contract Regulations 2015 Magenta Living will observe a “standstill” period of 10 days between “award” and entering into the Framework Agreement with the successful Provider(s). At the start of that period each Tenderer who has submitted a Tender will be sent a letter setting out:

* The criteria for the award of the Framework Agreement;
* The reasons for the decision including :-
* The name of the successful supplier;
* Their score and the score of the successful supplier; and
* The “characteristics and relative advantages” of the successful tender compared to their tender

Once the standstill period required by the Regulations has expired, Magenta Living intends to enter into the Framework Agreement with the successful Supplier in the terms set out in the Framework Agreement appended to this ITT.