

**CONTRACT FOR THE PROVISION OF A NEW CONTENT MANAGEMENT SYSTEM AND EFORMS PACKAGE FOR THE LONDON BOROUGH OF REDBRIDGE**

**TENDER DOCUMENTS**

**IMPORTANT NOTICE TO ALL ORGANISATIONS TENDERING**

**Please note that these Tender Documents must be completed as instructed and returned in the original format without alterations or substitutions of any kind whatsoever.**

**Any Tenders returned in a format other than the original and/or including alterations or substitutions to these Tender Documents, including alterations or substitutions to any of the attachments to these Tender Documents, will not be accepted or considered.**

 **For the avoidance of doubt, the Authority permits the submission of additional documentation to support the Tender should this be considered necessary. However, such documentation should not be inserted into the Tender Documents provided but should be attached as additional documents and referred to in the relevant place in the Tender Documents.**

**The term “organisation” / “organisations” in these Tender Documents shall be deemed to mean any person or entity who registers an interest in the Contract and/or any person or entity that submits a Tender for the Contract in accordance with the instructions contained in these Tender Documents.**

**Organisations shall be aware that the Authority will only consider Method Statements relating to the specific matters set out in the Method Statement section. Furthermore, Organisations shall be aware that in evaluating Tenders the Authority will not score or take into consideration any "added value" elements of a Tender other than those expressly required by the Authority as detailed in the Specification and Method Statements and as forming part of the Evaluation Criteria. Any other "added value" aspects an Organisation includes in their Tender will be disregarded by the Authority in its determination of the award of the Contract.**

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**CONTRACT FOR THE PROVISION OF A NEW CONTENT MANAGEMENT SYSTEM AND EFORMS PACKAGE FOR THE LONDON BOROUGH OF REDBRIDGE**

INSTRUCTIONS FOR TENDERING

**1.** **Invitation to Tender**

1.1 The London Borough of Redbridge (“the Authority”) invites Tenders for the Contract for the Provision of a New Content Management System and Eforms Package for the London Borough of Redbridge (“the Contract”). The Contract is anticipated to commence on 25th April 2016 and shall continue up to conclusion of the project (the “Contract Period”). The Contract shall be in accordance with the attached documents comprising Conditions of Contract, Specification and Tender Documents (including the Undertaking, Form of Tender, Certificate Relating to Bona Fide Tender, Confidential Information Declaration, Evaluation Criteria, Method Statements, Pricing Schedule and Minimum Standards Questionnaire (together the “Contract Documents”).

1.2 Tenders must be submitted for the whole of the Contract. Tenders for part only of the Contract will be rejected.

1.3 Organisations shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted, including the Authority’s [Constitution and Standing Orders](http://www2.redbridge.gov.uk/cms/the_council/public_meetings/constitution.aspx).

The Authority shall not entertain any claims for additional payments for obligations about which organisations have been made aware of in the Contract Documents.

1.4 Organisations shall note that all policies referred to in any of the Contract Documents can be found on Redbridge i at the [Authority’s Policies 2013](http://www2.redbridge.gov.uk/cms/business_and_consumers/doing_business/contracts_and_procurement/the_councils_rules_for_buying/tendering_procedures/current_online_policies.aspx) and [Equalities and Diversity](http://www2.redbridge.gov.uk/cms/community_and_life_events/equality_and_diversity/about_equality_and_diversity.aspx) pages.

1.5 Organisations may be required to demonstrate their ability to perform the Contract.

1.6 The Contract shall be awarded to the organisation who, having satisfied the requirements of the Minimum Standards Questionnaire, submits the most economically advantageous Tender which shall be determined in accordance with the Evaluation Criteria of Price 70% and Quality 30%, as detailed more fully in the Evaluation Criteria section below.

**2.** **Preparation of Tender**

2.1 It is the responsibility of organisations to obtain for themselves, at their own expense, any additional information necessary for the preparation of their Tenders.

2.2 Should organisations be in doubt as to the interpretation of any part of the Contract Documents, they should use the web portal at [www.londontenders.org](http://www.londontenders.org/) to log the question by no later than 17:00 hours (5:00pm) on Thursday 31st March 2016. The Authority will endeavour to answer such questions prior to Tenders being submitted and all such answers will be sent to all parties who have expressed an interest in the Contract.

2.3 Should any organisation consider that there is any omission, inaccuracy or clarification required in any of the Contract Documents the organisation should submit their views in writing via the web portal at [www.londontenders.org](http://www.londontenders.org/) by no later than 17.00 hours (5:00pm) on Thursday 31st March 2016. Any resulting action or explanation will be transmitted by the Authority to all organisations who have submitted an interest in the Contract, although the Authority will not disclose the source of the original comment. Organisations shall note that the Authority shall not amend any of the Contract Documents unless the Authority considers that the changes proposed by an organisation are essential to enable the Contract Documents to operate. In circumstances where the Authority agrees to alter the Contract Documents, the amendment will be made by the Authority during the Tender period and the revised Contract Document will be provided to all those who have expressed an interest in the Contract. The Authority will not make changes to the Contract Documents following award of the Contract even if an organisation has proposed such changes as part of their Tender and the Authority’s decision as to whether to agree to any changes proposed by an organisation will be final.

**3.** **Confidential Information**

3.1 All information supplied by the Authority in connection with this Contract will be treated as confidential by organisations, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees and Tenders necessary for the preparation and submission of the Tender.

3.2 Organisations shall be aware that the Authority is subject to the obligations of the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”) and the Government’s transparency agenda. Organisations shall also be aware of the provisions relating to these obligations as contained in the Conditions of Contract and shall note that following award of the Contract the Authority may, whether pursuant to a request under the FOIA, EIR or otherwise, disclose or publish the entire Contract, including the appointed contractor’s submitted Tender. Consequently, organisations must complete the Confidential Information Declaration by either detailing the part of their Tender they consider should be exempt from disclosure or inserting “None” in the first column. The Authority will take the content of the Confidential Information Declaration into consideration when later determining whether to publish or disclose the Tender as part of the final Contract, but irrespective of the Declaration the final decision on publication or disclosure will remain with the Authority.

**4. Miscellaneous Tender Information**

4.1 Organisations should note that the Authority is not bound to accept any Tender. Organisations should further note that the cost of submitting the Tender shall be borne entirely by the organisation submitting the Tender. The Authority will not accept liability for any costs incurred in the preparation and submission of any Tender, including in the event that the Authority terminates the Tender process for any reason and where the organisation is unsuccessful in being awarded the Contract.

4.2 The successful organisation will be notified by the Authority in writing and shall thereafter be required to execute a formal contract prepared by the Authority in accordance with the Contract Documents.

4.3 The attached documents are and will remain the property of the Authority and will be returned with the Tender and, if no Tender is submitted, upon demand.

**5.** **Submission of Tender / Tender Documents**

5.1 The Tender shall be submitted on the Form of Tender incorporated herein. The Form of Tender shall be submitted in the manner and by the date and time stated in paragraph 5.4 below together with the following documents (each duly completed in the form incorporated in these Tender Documents):

5.1.1 Undertaking;

5.1.2 Certificate Relating to Bona Fide Tender;

5.1.3 Confidential Information Declaration;

5.1.4 Method Statements;

5.1.5 Pricing Schedule; and

5.1.6 Minimum Standards Questionnaire.

5.2 No unauthorised alteration or addition shall be made to any of the Tender Documents.

5.3 The Tender must be unconditional and shall contain no caveats, variants or proposed amendments to any requirements for the Contract as specified by the Authority or to the content of any of the Contract Documents.

5.4 **THE TENDER SHALL BE RETURNED BY NO LATER THAN 17:00 HOURS (5:00pm) ON THURSDAY 7TH APRIL 2016.**

 **FAILURE TO COMPLETE (IN FULL) AND RETURN THE DOCUMENTS REFERRED TO IN PARAGRAPH 5.1 OF THESE TENDER DOCUMENTS OR TENDERS RECEIVED AFTER 17:00 HOURS (5:00pm) ON THURSDAY 7TH APRIL 2016 WILL RESULT IN THE TENDER NOT BEING CONSIDERED.**

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UNDERTAKING

I / We undertake that in submitting this Tender, I / We agree to the content of the Contract Documents, including but not limited to the Conditions of Contract.

I / We warrant that this Tender is a Bona Fide Tender and that the person submitting this Tender is duly authorised to act on behalf of the organisation Tendering to perform this Contract and in doing so accepts the content of the Form of Tender.

I / We certify that all information supplied is accurate to the best of my / our knowledge and belief. I / We understand that false information and/or responses could result in my/our exclusion from consideration for the Contract and/or withdrawal of any offer of award of the Contract.

I / We submit this Tender pursuant to this Undertaking and agree to be bound by the Tender and the contents therein as if the Tender and all Tender Documents had been duly signed by an authorised signatory of the organisation submitting the Tender.

Name:

Date:

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**FORM OF TENDER**

To: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF REDBRIDGE**

I/We:

carrying on business at:

hereby submit a Tender and undertake to execute and perform the Contract for the sums set out in the completed Pricing Schedule and in accordance with the Conditions of Contract, the Specification, and the other documents referred to in paragraph 1.1 of the Tender Documents.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Contract Documents shall not affect the Conditions of Contract and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Authority and shall not be withdrawn for a period of fifteen weeks from this date.

And I/We further undertake to execute a Contract to be prepared by your Solicitor at your expense for the proper and complete fulfilment of the Service.

I/We understand that you are not bound to accept any Tender you may receive.

I/We certify that this is a bona fide Tender.

Name:

Date:

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**CERTIFICATE RELATING TO BONA FIDE TENDER**

The essence of the Tender procedure is that the Authority shall receive bona fide competitive Tenders from all organisations. In recognition of this principle, I / we certify that this is a bona fide Tender, intended to be competitive, and that I/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. I/We also certify that I/we have not done and I/we undertake that I/ 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. communicate to a person other than the Authority the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender is necessary to obtain insurance premium quotations required for the preparation of the Tender;

b. enter into any agreement or arrangements with any other person that they shall refrain from submitting a Tender or as to the amount of any Tender to be submitted;

c. offer to pay or give or agree 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 sort described above;

d. commit any of the offences listed in Regulation 57 of the Public Contracts Regulations 2015 unless the same has been appropriately disclosed previously to the Authority and the Authority has formally agreed to my/our continuation in the procurement process irrespective of such offence having previously been committed;

e. commit an offence under the Bribery Act 2010 and any subordinate legislation made under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or

f. directly or indirectly canvas any member or officer of the Authority concerning the acceptance of the Tender or directly or indirectly obtain or attempt to obtain any information from any such member or officer or any other contractor concerning the content of any other Tender submitted or details relating to any organisation who has submitted a Tender.

I / We understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Authority to cancel any contract currently in force and will result in my / our exclusion from consideration for the Contract and/or withdrawal of any offer of award of the Contract.

In this certificate, the word "person" includes any person and any body or association, corporate or incorporate and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Name:

Date:

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# **CONFIDENTIAL INFORMATION DECLARATION**

The Authority in compliance with the transparency obligations placed upon it by the Government requires organisations to acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (“FOIA”), the content of the Contract once completed and all documents comprising the Contract, including the Tender, is not Confidential Information and the Authority may publish the Contract in its entirety to the general public.

Organisations are advised that the Authority considers “Confidential Information” to include any information which has been designated as confidential by either party in writing or that ought reasonably to be considered as confidential however it is conveyed, on the basis that the information relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the other, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential such as personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and any commercially sensitive information which is not deemed to be in the public interest to publish. Confidential Information does not include any details that are, or will in future be, in the public domain such as company accounts or financial statements.

Organisations, taking account of the above definition, should include in the table below any information contained within their Tender which they believe falls within the definition of Confidential Information, providing reasons as to why they consider this to be the case and the duration for which the confidentiality applies. If no information is considered to be Confidential Information organisations should insert “none” in the first column of the table.

Organisations shall be aware that the Authority will take into consideration the content of the table below when determining whether to publish the Contract. Nevertheless organisations shall accept that the Authority will be responsible for determining in its absolute discretion whether any of the content of the Contract, including the Tender, should be published or disclosed pursuant to the FOIA irrespective of whether organisations have included that content in the table below.

|  |  |  |
| --- | --- | --- |
| Confidential Information | Reasons | Duration |
|   |   |   |

**CONTRACT FOR THE PROVISION OF A NEW CONTENT MANAGEMENT SYSTEM AND EFORMS PACKAGE FOR THE LONDON BOROUGH OF REDBRIDGE**

**EVALUATION CRITERIA**

1. **Evaluation Criteria**

1.1 The Contract shall be awarded to the organisation who, having satisfied the requirements of the Minimum Standards Questionnaire, submits the most economically advantageous Tender, which will be determined by the Authority by applying the following Evaluation Criteria:

Price 70% (700 points)

Quality 30% (300 points)

1.2 The Evaluation Criteria shall be applied to the Tender submitted in the manner detailed in this Evaluation Criteria section. Following such application the points awarded for the Price aspect and the points awarded for the Quality aspect will be added together to provide an overall score for the Tender. The organisation with the highest overall score will then be deemed to have submitted the most economically advantageous Tender and that organisation will be awarded the Contract.

**2. Evaluation of Price (70%)**

2.1 This element of the Evaluation Criteria will be evaluated based on the content of the Pricing Schedule..

2.2 The Pricing Schedule shall be completed in full by all organisations submitting a Tender for the Contract.

2.3 The number of points to be allocated to each Pricing Schedule will be calculated as follows:

|  |  |  |
| --- | --- | --- |
| Cost | 70%700 Points | * The evaluation of the price submitted will be for the total cost for the implementation of a new Content Management System and eForms package. Scoring will be on the basis that the lowest fixed price or capped fee for the work packages actually required will receive 70% of the marks. Other Mini-Tenders will be scored on the basis of a deduction from the 70% of marks available based on the difference between the price tendered and the lowest price as a proportion of the lowest price.
 |

**3. Evaluation of Quality (30%)**

3.1 This element of the Evaluation Criteria will be evaluated using the Method Statements set out in the Method Statement section. Each Method Statement shall be marked out of the maximum score identified at the beginning of the Method Statement. Each Method Statement submitted shall be allocated points in accordance with the criteria detailed in the following table and in paragraph 3.2 below. The Authority will then add together the points allocated to each individual Method Statement to provide a total score for the Quality aspect of the organisation’s Tender.

|  |  |  |
| --- | --- | --- |
| Experience (Consultants) – Ability to Advise | 15%150 Points | * General relevant experience and ability of individuals that the organisation will allocate to this assignment to meet the Council’s requirements.
* Knowledge and experience of the requirements of local authorities.
* Experience and success (outcomes) of implementing Content Management Systems in the public and private sectors.
* Experience and success (outcomes) of recommending and implementing eForms packages in the public and private sectors.
* Proven success in proposing solutions and lasting outcomes in similar assignments.
 |
| Understanding of the Brief, the Outline Approach & Quality Assurance | 15%150 Points | * An assessment of the understanding of the brief, outline approach suggested, and quality assurance procedures.
* Understanding of the key issues and their resolution.
* Understanding of the Content Management System requirements.
* Understanding of the eForms requirements.
* Understanding of the requirement for the proposed solution to support a new website design that will be provided by another supplier.
* Ability to work with the Authority’s ICT and Communications team.
 |

3.2 The Method Statements will be evaluated on the basis that one percent (1%) will equate to ten (10) points. Therefore Quality at thirty percent (30%) of the overall Evaluation Criteria equates to a maximum points allocation of three hundred (300).  The Evaluation Panel shall use the following principles when scoring the questions:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Points** | **Excellent** | **Good** | **Satisfactory** | **Poor** |
| Maximum points available(as indicated for each Method Statement) | The Tenderer’s response is excellent with no reservations about acceptability. The Tenderer can deliver all stated requirements.  | The Tenderer’s response is fully compliant, logical, robust and of a good standard. It indicates that most stated requirements are met. | The Tenderer’s response is compliant, logical and of a satisfactory standard. Most stated requirements are met; however there is a lack of clarity on some issues. | The evidence is deficient in certain areas where the lack of detail or relevant evidence requires the reviewer to make assumptions. |
| 150 | 150  | 149 - 112 | 111 - 75 | 74 - 0 |
| 30 | 30  | 29 - 22 | 21 - 15 | 14 - 0 |

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**METHOD STATEMENTS**

Under the headings listed below please provide a Method Statement giving details of the methods to be employed in achieving the standards required in this Contract. In preparing their Method Statements, organisations should have regard to the specific requirements of this Contract as detailed in the Contract Documents.

**Each response and associated document(s) shall be clearly cross-referenced to the relevant Method Statement. Font size shall be no less than 12pts.**

**Method Statement 1**

Please provide details of your organisation’s proposed lead consultant and the team that will be assigned to this project, including their qualifications and directly relevant experience (and outcomes) to carry out the assignment. Please include the numbers, type, level and names of staff/consultants to be assigned to the project, where these staff are located, confirm their availability during this project, and how your organisation will ensure continuity during the project including the ability if required to substitute individuals. In addition please give an indication of the number of recent assignments (last 18 months) of a similar nature and 3 short descriptions of similar projects and their outcomes that have been undertaken by members of your proposed Project Team. Please include relevant CVs as appendices. **(Maximum 3 pages, excluding CVs) Maximum 150 points (15%)**

Answers here

**Method Statement 2**

Please outline your organisation’s understanding of the issues and requirements of this project and how these would be addressed. **(Maximum 2 pages) Maximum 30 points (3%)**

Answer here

 **Method Statement 3**

Please describe your organisation’s outline approach to the assignment and provide an initial project plan. **(Maximum 2 pages) Maximum 30 points (3%)**

Answer here

**Method Statement 4**

Please detail your resource expectations from the Council including your initial view of the resources required to fulfil the assignment. This should also set out your approach to working with the Council. **(Maximum 1 pages) Maximum 30 points (3%)**

Answer here

**Method Statement 5**

Describe your organisation’s approach to developing an implementation plan and how the Council will be advised on mobilising itself to implement your recommendations. **(Maximum 1 pages)** **Maximum 30 Points (3%)**

Answer here

**Method Statement 6**

Please describe your organisation’s quality assurance arrangements and procedures for the assignment. **(Maximum 1 page) Maximum 30 Points (3%)**

Answer here

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## PRICING SCHEDULE

1. **Preamble**

1.1 This Pricing Schedule must be completed in full by organisations, having regard to the content of all of the Contract Documents.

1.2 Prior to submission of their Tender, organisations shall have satisfied themselves as to the full requirements of the Contract, local conditions, the supply and conditions affecting labour and all other factors which could affect the execution of the Contract generally. Following submission of a Tender, the Authority will not consider any claims for additional monies on the grounds of want of knowledge.

1.3 When pricing the Pricing Schedule the rates and prices entered will be deemed to be the full inclusive value of the work including, but not limited to, the cost of labour and materials, together with all general obligations, liabilities and risks involved in the execution of the Contract.

1.4 All items in the Pricing Schedule must be priced. Any omission or bracketing together of two (2) or more items in the Pricing Schedule may invalidate the Tender.

1.6 When pricing, unit prices must be quoted in pounds sterling and decimal fractions of a pound to two decimal places only.

1.7 The prices and rates submitted will be deemed to be **exclusive** of Value Added Tax.

1.8 The prices and rates submitted will remain fixed throughout the Contract Period as detailed in the Conditions of Contract.

**2**. **Pricing Schedule**

2.1 Organisations must complete the table in paragraph 2.2 below taking into consideration the content of the Preamble and all requirements of the Contract as detailed in the Contract Documents. Organisations shall be aware that once accepted by the Authority the prices contained in the Pricing Schedule shall be binding on the organisation for the entire Contract Period and shall not be subject to review for any reason whether foreseen or unforeseen at the time of submission of this Tender.

2.2 **PRICING SCHEDULE**

**Consultant Rates**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Consultant** | **Name** | **Number of Hours** | **Daily****Rate** | **Total** |
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|  |  |  | **Grand Total****Excluding VAT, inclusive of expenses.** |  |

**TO BE COMPLETED BY ORGANISATION TENDERING:**

NAME AND ADDRESS OF ORGANISATION:

TENDER AUTHORISED BY: (Print Name)

POSITION HELD IN ORGANISATION:

DATE:



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**MINIMUM STANDARDS QUESTIONNAIRE**

#### **All information provided shall relate solely to the organisation that will be performing the Contract if successful and not to any parent organisation, holding organisation, other organisation in the group etc.**

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# **MINIMUM STANDARDS QUESTIONNAIRE**

**Note to Applicants:**

This information must be provided by all organisations (“Applicants”) submitting a Tender for the Contract for the Provision of a New Content Management System and Eforms Package for the London Borough of Redbridge (“the Contract”).

Applicants shall note that the Authority carries out financial appraisals of all organisations that apply to tender for the Authority’s contracts to ensure that such organisations satisfy the Authority's minimum standards of economic and financial standing. This assessment is conducted using an independent financial assessor to review the organisation’s audited accounts. Such review takes into consideration turnover, profit and loss, assets and liabilities etc. to produce an organisation’s overall risk score (with a score of less than thirty (30) being deemed a High Risk).

In order to satisfy the Authority’s financial requirements for the Contract Applicants must:

* Achieve a risk score of thirty (30) or higher as assessed by the independent financial assessor;

or

* Satisfy the minimum levels of economic and financial standing set out by the Authority as follows:
* Net assets: Most recent published Balance Sheet to show a positive net asset value; and
* Profitability: Positive profit before tax in one (1) of the last two (2) years of trading.

If an Applicant achieves a risk score of less than thirty (30) the Authority will conduct further investigations into the reasons for the score, which may include the Authority arranging an alternative assessment of the organisation’s accounts (which the Applicant will be required to submit to the Authority within a specified timeframe) together with an assessment of the actual risk to the Authority if the organisation were to be awarded the Contract. Following such further assessment the Authority reserves the right to determine in its absolute discretion that the Applicant has failed the financial assessment. Alternatively, and again in the Authority’s absolute discretion, the Authority may require the Applicant to provide a Parent Company Guarantee (or any other equivalent evidence of financial standing) in order for the Applicant to be deemed to have passed the financial assessment.

Only those Applicants who have satisfied the financial requirements for the Contract will have their Questionnaire fully assessed by the Authority.

**Notes for Completion of the Questionnaire:**

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

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

3. This Questionnaire has been designed to assess the suitability of an Applicant to deliver the Authority’s contract requirement(s). The Questionnaire must be completed in full, and returned along with any Appendices, as part of the Tender submission in accordance with the instructions contained in these Tender Documents.

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

5. 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.

6. Applicants shall be aware that for all questions where the Applicant is self-certifying that they meet the requirements specified they will be required to provide evidence of this information certified if they are successful in being awarded the Contract. Applicants shall be aware that failure to provide the required evidence when requested may result in any award of the Contract being withdrawn.

7. The Authority is entitled to exclude from consideration for the Contract any Applicant who answers ‘Yes’ to any of the questions in Section 3 (Grounds for Discretionary Exclusion) of this Questionnaire. However, such exclusion is in the Authority’s discretion and the Authority may decide, having considered all relevant circumstances, to allow an Applicant to proceed further. Any Applicant who answers ‘Yes’ to any of the questions in Section 3 (Grounds for Discretionary Exclusion) should therefore set out (in a separate Appendix) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether or not the Applicant will be permitted to participate further in the procurement of the Contract. Applicants should also refer to the information relating to ‘Self-Cleaning’ as set out below.

8. Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Applicant to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation from consideration for the Contract. Applicants shall be aware that the Authority is likely only to request evidence that the Applicant is able to meet certain specified requirements (such as the questions in Section 6 (Insurance) of this Questionnaire from the Applicant to whom the Authority has decided to award the Contract.

9. Confidentiality

When providing details of contracts in response to Section 5 (Technical and Professional Ability) of this Questionnaire the Applicant agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Authority reserves the right to contact the named customer contact in Section 5 (Technical and Professional Ability) regarding the contracts included in Section 5 (Technical and Professional Ability). The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

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 Public Contract Regulations 2015.

10. Conflicts of Interest

The Authority may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform the Authority, detailing the conflict in a separate Appendix.

Applicants are advised that routine pre-market engagement carried out by the Authority in which the Applicant may have participated should not represent a conflict of interest for the Applicant.

11. Taking Account of the Applicant’s Past Performance

The Authority may assess the past performance of an Applicant (through a Certificate of Performance provided by a customer of the Applicant or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Applicant completing this Questionnaire. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Applicant shall note that Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. selection, tender evaluation, contract award stage etc.). Applicants may also be asked to update the evidence they provide in Section 3 (Grounds for Discretionary Exclusion) to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

12. ‘Self-Cleaning’

Any Applicant that answers ‘Yes’ to the questions relating to “Convictions” as set out in Section 2 (Grounds for Mandatory Exclusion) and any item in Section 3 (Grounds for Discretionary Exclusion) 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 Applicant shall demonstrate they have taken such remedial action, to the satisfaction of the Authority in each case.

Applicants shall be aware that if the evidence provided is considered by the Authority (whose decision will be final) as sufficient, the Applicant shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Applicant 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.

Applicants shall also be aware that the measures taken by the Applicant shall be evaluated by the Authority 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 Applicant shall be given a statement of the reasons for that decision.

**QUESTIONNAIRE**

1. **Applicant Information**

|  |  |
| --- | --- |
| **1.1 Applicant Details** | **Answer** |
| Full name of the Applicant completing the Questionnaire |   |
| Registered company address |   |
| Registered company number |   |
| Registered charity number |   |
| Registered VAT number |   |
| Name of immediate parent company |   |
| Name of ultimate parent company |   |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company  | [ ]  Yes |
| ii) a limited company | [ ]  Yes |
| iii) a limited liability partnership | [ ]  Yes |
| iv) other partnership | [ ]  Yes |
| v) sole trader | [ ]  Yes |
| vi) other (please specify) | [ ]  Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | [ ]  Yes |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | [ ]  Yes |
| iii) Sheltered workshop | [ ]  Yes |
| iv) Public service mutual | [ ]  Yes |
| **1.2 Bidding Model**  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;**  |
| a)   Bidding as a Prime Contractor and will deliver 100% of the Contract yourself | [ ]  Yes |
| b)  Bidding as a Prime Contractor and will use third parties to deliver some of the services included in the Contract.If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the elements of the Contract each sub-contractor will be responsible for. | [ ]  Yes |
| c)   Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services.If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the elements of the Contract each sub-contractor will be responsible for. | [ ]  Yes |
| **1.3 Contact Details** |
| Applicant’s contact details for enquiries about this Questionnaire |
| Name |   |
| Postal address |   |
| Country |   |
| Phone |   |
| Mobile |   |
| E-mail |   |

1. **Grounds for Mandatory Exclusion**

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

|  |  |
| --- | --- |
| 2.1 **Convictions** Within the past five (5) years, has your organisation ( Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences: | **Please indicate your answer by marking ‘X’ in the relevant box.** |
|  | **Yes** | **No** |
| 1. 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?;
 |[ ] [ ]
| 1. 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?;
 |[ ] [ ]
| 1. the common law offence of bribery?;
 |[ ] [ ]
| 1. 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?;
 |[ ] [ ]
| 1. 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:
 |[ ] [ ]
| (i) the offence of cheating the Revenue?; |[ ] [ ]
| (ii) the offence of conspiracy to defraud?; |[ ] [ ]
| (iii) 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?; |[ ] [ ]
| (iv) 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?; |[ ] [ ]
| (v) 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?; |[ ] [ ]
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993?; |[ ] [ ]
| (vii) 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?; |[ ] [ ]
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006?; or |[ ] [ ]

|  |
| --- |
| (ix) 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?; |[ ] [ ]
| 1. any offence listed;
 |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008?; or |[ ] [ ]
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection?; |[ ] [ ]
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f)?;
 |[ ] [ ]
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002?;
 |[ ] [ ]
| 1. 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?;
 |[ ] [ ]
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004?;
 |[ ] [ ]
| 1. an offence under section 59A of the Sexual Offences Act 2003?;
 |[ ] [ ]
| 1. an offence under section 71 of the Coroners and Justice Act 2009?;
 |[ ] [ ]
| 1. 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?; or
 |[ ] [ ]
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive;
 |[ ] [ ]
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland?; or |[ ] [ ]
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland? |[ ] [ ]

**3. Grounds for Discretionary Exclusion**

 Applicants are reminded of the Notes at the beginning of this Questionnaire and the advice relating to ‘Self-Cleaning’. Applicants are further reminded that the Authority may exclude from the procurement process any Applicant who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (j);

|  |  |
| --- | --- |
| Within the past three (3) years, please indicate if any of the following situations have applied, or currently apply, to your organisation: | **Please indicate your answer by marking ‘X’ in the relevant box.** |
|  | **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 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 Public Contracts Directive as amended from time to time;
 |[ ] [ ]
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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;
 |[ ] [ ]
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |[ ] [ ]
| 1. your organisation has entered into agreements with other organisations aimed at distorting competition;
 |[ ] [ ]
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
 |[ ] [ ]
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41 of the Public Contracts Regulations 2015, that cannot be remedied by other, less intrusive, measures;
 |[ ] [ ]
| 1. your organisation has 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;
 |[ ] [ ]
| 1. your organisation:

(i) has been 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; or(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |[ ] [ ]
| (i) your organisation has undertaken to:(aa) unduly influence the decision-making process of the Authority; or(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |[ ] [ ]
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award of the Contract. |[ ] [ ]

**4. Economic and Financial Standing**

|  |  |
| --- | --- |
| 4.1 | Please provide one of the following to demonstrate your organisation’s economic/financial standing; **Please indicate your answer with an ‘X’ in the relevant box.** |
|  | 1. A copy of the audited accounts for the most recent two (2) years;
 |[ ]
|  | 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation that has been independently verified by a qualified accountant;
 |[ ]
| 4.2 |  Is the organisation part of a wider group (e.g. a subsidiary of a holding/parent company)?If ‘Yes’, please provide the name below:

|  |  |
| --- | --- |
| Name of the organisation |  |
| Relationship to the Applicant completing the Questionnaire |  |

If ‘Yes’, please provide Ultimate / parent company accounts if available. If ‘Yes’, would the Ultimate / parent willing to provide a guarantee if requested? If ‘No’, if requested would you be able to obtain a guarantee elsewhere (e.g. from a bank?) | [ ]  Yes[ ]  No[ ]  Yes[ ]  No[ ]  Yes[ ]  No |

**5. Technical and Professional Ability**

|  |  |
| --- | --- |
|  | Please provide details of up to three (3) contracts performed during the past three (3) years, in any combination from either the public or private sector, that are relevant to the Authority’s requirement and to the Contract. Applicants shall also note that the named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Contract 1 | Contract 2 | Contract 3 |
| 5.1 | Name of customer organisation |  |  |  |
| 5.2 | Point of contact in customer organisationPosition in the organisationE-mail address |  |  |  |
| 5.3 | Contract start dateContract completion dateEstimated Contract Value |  |  |  |
| 5.4 | In no more than five hundred (500) words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market. |
|   |
| 5.5 | If you cannot provide at least one (1) example for questions 5.1 to 5.4 above, in no more than five hundred (500) words please provide an explanation for this e.g. your organisation is a new start-up. |
|   |

**6. Insurance**

|  |  |  |
| --- | --- | --- |
|  | Please self-certify whether your organisation already has, or can commit to obtain, prior to the commencement of the Contract, the levels of insurance cover indicated below:Employer’s (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £10,000,000 |  [ ]  Yes [ ]  No |

**Organisations must complete the Declaration overleaf before submitting their Questionnaire:**

 **Declaration**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | I / We certify that the information supplied in response to this Questionnaire is accurate to the best of my / our knowledge and belief and that I / we accept the conditions and undertakings requested in the Questionnaire. I / We understand that the information provided will be used in the selection process to assess my/our suitability to be awarded the Contract and that false information and/or responses could result in my / our exclusion from consideration for the Contract.I/We agree to inform the Authority immediately if any of the information provided in this Questionnaire alters after the date of submission of the Questionnaire. I/We acknowledge that the Authority, once notified of any change in information, has discretion to change its assessment of the Questionnaire and to withdraw any offer of award of the Contract issued on the basis of the Questionnaire as originally submitted. I/We further acknowledge that failure by me/us to inform the Authority of any changes to the submitted information may, at the Authority’s discretion, result in my/our exclusion from consideration for the Contract.I / We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Authority to cancel any contract currently in force and will result in my / our exclusion from consideration for the Contract.I//We understand that the Authority may reject this Questionnaire if there is a failure to answer all relevant questions fully or if false/misleading information is provided. I/We confirm that I/we have provided a full list of any Appendices used to provide additional information in respect to the questions contained in this Questionnaire. The following Appendices therefore form part of my/our Questionnaire;

|  |  |
| --- | --- |
| **Section**  | **Appendix number** |
|   |   |
|   |   |

 |
| **QUESTIONNAIRE COMPLETED BY** |
| 8.1 | Name |   |
| 8.2 | Role in organisation |   |
| 8.3 | Date |   |
| 8.4 | Signature |   |

1. [↑](#footnote-ref-1)