

**For the Provision of Delivery Organisations to support the Green Homes Grant Local Delivery Phase 2 – Using the Open procedure: DN529194**

**Commencing:** On or around 01/06/2021

**Contract Term**: Please see below

**Please submit by:** 09/04/2021 11:00

**Contents**

1. Scope of Contract P8

2. Timetable of Key Dates P9

3. Bidder’s Responsibility P9

4. Clarifications P10

5. Anti-collusion Certificate P10

6. TUPE P11

7. Monitoring P11

8. Freedom of Information Act P11

9. Transparency P11

10. Whistleblowing P12

11. Instructions to Bidders P12

12. Completing the Invitation to Tender P14

13. Pricing Schedule P15

14. Communication & Clarification P16

15. Format of Tender P18

16. Tender Evaluation P19

17. Submission of Tender – Electronic Tendering P24

18. Method of Evaluation P25

19. Collaboration Arrangements P33

**Invitation to Tender**

**Date:**  09/03/2021

Dear Sir, Madam

**TENDER INVITATION**

Green Homes Grant Local Authority Delivery Phase 2

I have pleasure in enclosing the following documents in order that you may submit a Tender for the above contract:

* 1.0 LADs2 Document 1: GHG LAD ITT – This document
* 1.0A LADs2 Document 1: GHG LAD ITT - Appendix A - Example Evaluation Sheet
* 1.0B LADs2 Document 1: GHG LAD ITT - Appendix B - Financial Standing Calculator
* 1.0C LADs2 Document 1: GHG LAD ITT - Appendix C - Lot Evaluation Detail
* 2.0 LADs2 Document 2: Supplier Questionnaire - Quality Questions - Declarations
* 3.0 LADs2 Document 3: Pricing Schedule
* 4.0 LADs2 Document 4: Specification Section A - Introduction
* 4.0A LADs2 Document 4: Appendix A Lot Details
* 5.0 LADs2 Document 5: Customer Journey
* 6.0 LADs Document 6: Technical Specification
* 7.0 LADs2 Document 7: Funding, Payment and Performance
* 7.A LADs2 Document 7: Funding, Payment and Performance - Appendix A - Worked KPI and Payment Example
* 8.0 LADs2 Document 8: Management Arrangements
* 8.0A LADs2 Document 8: Appendix A Management Structure
* 9.0 LADs 2 Document 9: Terms and Conditions

  Bidders are advised that a Tender shall only be considered for evaluation when;

* All requirements of the ITT documentation are completed and returned
* It has met all of the eligibility and mandatory requirements
* It is submitted back to WECA using the Portal no later than **11:00 on 09/04/2021**
* It is accompanied by an undertaking which shall become a condition of the Contract that the amount of the Tender has not been calculated by agreement or arrangement with any other person other than the authority and that the amount of the Tender has not been communicated to any other person until after the closing date for the submission of Tenders (see Certificate of Non-Collusion).

You are required to hold all information pertaining to this tender process and any resulting Contract confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

Yours faithfully



John Calwell

Senior Procurement Officer

ON BEHALF OF THE WEST OF ENGLAND COMBINED AUTHORITY

|  |
| --- |
| **GLOSSARY** |
| Authority | WECA, which is the contracting authority for the purposes of the Public Contracts Regulations 2015 |
| Bidder/Bidders/You/Your | The organisations seeking to win a contract pursuant to this Invitation to Tender document. This includes any single entity that is connected to a Tender |
| Customer | As defined in the Contract |
| Contract | Means the Draft Delivery Organisation Agreement and all associated documentation, to be entered into between WECA and the Delivery Organisation as a result of this procurement process, in relation to a Lot. This includes these Conditions, the Specification, the Pricing Schedule, the Supplier’s responses to the Invitation to Tender and the Terms and Conditions  |
| Delivery Organisation | The organization who is the successful Bidder in respect of a Tender for a Lot as a result of this procurement process and subsequently enters into a Contract with WECA |
| ITT documents | All documentation associated with this procurement process, including the Contract as the context requires |
| Portal | The procurement portal platform used by the Authority to conduct this tender process, which can be found at: [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) |
| Specification | All documents as referred to in the list on page 9 |
| SWEH | South West Energy Hub  |
| Tender | A response submitted by a Bidder in relation to this Invitation to Tender document |
| WECA | West of England Combined Authority, the accountable body for the SWEH |

**West of England Combined Authority Information**

The West of England is one of the UK’s most prosperous regions with an economy worth over £31 billion a year. A net contributor to the national purse, with a population of over 1 million and over 43,000 businesses, our region competes on a global scale.

The West of England Combined Authority (WECA) is made up of three of the local authorities in the region – Bath & North East Somerset, Bristol and South Gloucestershire. Working with our partners including the West of England Local Enterprise Partnership, North Somerset Council and other partners, our aim is to deliver economic growth for the region and address some of our challenges, such as productivity and skills, housing and transport.



WECA is chaired by Tim Bowles (Conservative), the West of England Mayor, who was elected in May 2017. He and the Combined Authority have been given powers over spending, previously held by central government, on the region’s transport, housing, adult education and skills.

Further details can be found here: [www.westofengland-ca.gov.uk](http://www.westofengland-ca.gov.uk)

**South West Energy Hub Information**

The South West Energy Hub (SWEH) is one of five Local Energy Hubs operational in England. The SWEH covers seven Local Enterprise Partnership areas (LEPs) in the South West region. These LEPs provide the strategic direction and governance for the SWEH. The Accountable Body for the SWEH is the West of England Combined Authority (WECA).



The SWEH engages with a wide range of organisations to support the identification, development and implementation of energy projects across five regional hubs. The initiative has five core objectives aimed at stimulating local investment in energy projects.

1. Increase the number, quality and scale of local energy projects being delivered

2. Raise local awareness of the opportunity for and benefits of local energy investment

3. Enable local areas to attract private and/or public finance for energy projects

4. Support rural community energy project development

5. Deliver initiatives to improve energy efficiency in housing

As part of the Government’s Covid-19 Green Stimulus package, £300 million has been made available to promote the adoption of energy efficiency and low carbon measures in domestic properties via the Green Homes Grant Local Authority Delivery Phase 2 programme. The money has been distributed via the BEIS funded five regional Energy Hubs, the South West Energy Hub being one of them. Under the contract, the Delivery Organisation will deliver the entire customer journey (lead generation through to installation completion).

The Contract concerns the installation of insulation and other energy efficiency measures, non-fossil fuel heating and micro-generation measures in the homes of households who are either on low incomes and are identified as suffering from fuel poverty.  The Delivery Organisation is responsible for managing the end-to-end Customer Journey, which includes but is not exclusive to: marketing and engagement, assessing the household’s eligibility, conducting a property assessment, identifying the Measures which are suitable for the Dwelling, carrying out a technical assessment, installing the Measures, arranging a mid and post-Installation Inspection (as appropriate), arranging billing of the WECA (as Purchaser) and the Customer, as appropriate, and following up with monitoring and evaluation as per the relevant PAS2035 pathway.

The Delivery Organisation will be required to use their existing supply chain or to put in place a supply chain to deliver the Services set out above.  This may involve sub-contracting for Assessors, Installers, Retrofit Coordinators/ Inspectors and other specialist services (Retrofit Designers, Architects, Structural Engineers, Asbestos identification and removal). All will need to be compliant with PAS2030:2019 requirements and registered with the appropriate organisations, MCS, Trustmark etc. and work under the PAS2035 process.

**1.** **Scope of the Contract**

WECA, as Accountable Body for the SWEH, is conducting this tender exercise to establish contracts with Delivery Organisations to deliver the Green Homes Grant Local Authority Delivery Phase 2 programme.

SWEH will administer a regional allocation of £52,950,000, to be delivered by the 31st December 2021, maximising delivery, so far as reasonably possible, by the end of September 2021 (“prioritised delivery”).

SWEH has split the programme in to seven Lots, each one relating to the geographical boundaries of the South West Local Enterprise Partnership areas.

Bidders are invited to apply for up to two Lots individually. It is WECA’s intention that a bidder who is successful in their tender in respect of a Lot (on the basis of the evaluation methodology set out in this ITT) will be awarded a Contract for that Lot. Bidders may be awarded up to two Lots if their tenders are successful.

For clarity, any resulting Contract will be between WECA and the chosen Delivery Organisation. WECA intends to enter into one Contract per Lot.

In order to allow a fair evaluation process, where Bidders intend to tender for two Lots, Bidders are requested not to submit qualified or conditional Tenders that rely on the winning of both Lots tendered for. Additionally, Bidders may not offer Lot discounts conditional on winning both Lots. If a Bidder decides to apply to tender for two Lots, they do so in the knowledge that they may not be successful in either application.

Please see the following documents for a full specification:

* 4.0 LADs2 Document 4 Specification Section A Introduction
* 4.0C LADs2 Document 4 Appendix A Lot Details
* 5.0 LADs2 Document 5 Section B Customer Journey
* 6.0 LADs Document 6 Technical Specification
* 7.0 LADs2 Document 7 Funding, Payment and Performance
* 7.0A LADs Document 7: Funding, Payment and Performance - Appendix A - KPI performance & payment worked model
* 8.0 LADs2 Document 8 Management Arrangements
* 8.0A LADs2 Document 8 Appendix A Management Structure

**2.** **Timetable of Key Dates**

2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst WECA does not intend to depart from the timetable it reserves the right to do so at any stage at its absolute discretion.

|  |  |
| --- | --- |
|  |  |
| 09/03/2021 | Tender Documents issued to Bidders |
| 26/03/2021 17:00 | Closing date for clarification questions to be submitted |
| 02/04/2021 | The Authority responds to clarification questions |
| 09/04/2021 11:00 | Closing date and time for receipt by the Authority of tenderers responses to the ITT |
| 17/05/2021 | Award decision made, and standstill letter issued |
| 26/05/2021 | Expiry of standstill period |
| 28/05/2021 | Contract award concluded |
| 01/06/2021 | Commencement Date of Contract |

**3.**  **Bidder’s Responsibility**

3.1 It is the responsibility of the Bidder to satisfy themselves as to the nature, extent and circumstances of the services to be provided and satisfy themselves as to their ability to fulfil the requirements detailed in the Specification documents.

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

3.3 Bidders should be aware that SWEH and WECA envisage that the successful Bidders should mobilise to provide the services required under the Contract shortly after the date of contract award.

**4.** **Clarifications**

4.1 The Authority may wish to make enquiries of your existing customers you have referenced in section 6 of the Supplier Questionnaire and/or require further information of you at any stage during the selection process.

4.2 The Authority reserves the right to clarify any element of the submitted tender.

4.3 The Authority may reject non-compliant Tender responses. Non-compliant Tenders may include, but will not be limited to, late responses, qualified/conditional Tenders, or Tenders that do not follow the requested format.

**5.** **Anti-collusion Certificate and Certificate as to Canvassing**

5.1 You must complete the Anti-Collusion Certificate and Certificate as to Canvassing found in 2.0 LADs2 Document 2 Supplier Questionnaire and Quality Questions and Declarations. If you do not do so, the Authority reserves the right at its discretion and without consulting you to reject the Tender from the process. You should also note that the submission of a false or misleading Anti-Collusion Certificate or Certificate to Canvassing may also lead to an immediate rejection of your tender without further reference to you, or for immediate termination of a Contract with you in the event of a successful Tender.

5.2 Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:

* Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
* Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Bidder or Tender.

Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisors, and in any other relevant scenario. Any Bidder who fails to comply with this requirement, or fails to put in place effective remedial measures in relation to the conflict to the Authority’s satisfaction may be disqualified from the process at the discretion of the Authority. Bidders must inform the Authority of any perceived, actual or potential conflicts of interest as soon as they become aware of it, and will risk disqualification from the process if they do not do so.

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

6.1 WECA is working on the basis that that the European Acquired Rights Directive No 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) will not apply to this contract. However, it shall be at the successful Bidder’s risk whether TUPE may apply or not.

**7.** **Monitoring**

7.1 The successful Bidders are required to collaborate with the Authority over the Contract period to achieve continuous improvement in the quality and delivery of the services in accordance with the Authorities obligations under Part 1 of the Local Government Act 1999.

**8.** **Freedom of Information Act**

8.1 Bidders should note that the Authority is subject to the ‘Freedom of Information Act 2000’ and provisions are in force allowing any person access to information held by the Authority. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their Tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Bidders statements will be considered in the context of the exemptions provided for under the Act and the Authority is unable to give any guarantee that the information in question will not be disclosed.

**9.** **Transparency**

9.1 Bidders and those organisations who bid should be aware that if they are awarded a Contract details will be published under the government transparency policy. To view details of what must published, see the Local Government Transparency Code 2015 at the link below.

 [Local Government Transparency Code 2015](https://www.local.gov.uk/our-support/guidance-and-resources/data-and-transparency/local-transparency-guidance)

9.2 All Authorities are required to publish details of all expenditure over £500 made to its suppliers and all contracts and Framework Agreements over £5000.

Details will be published on the Participating Authority’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.

9.3 In submitting a Tender, the Bidder accepts the Authority’s right to publish details of expenditure as well as information contained within the Bidder’s Tender.

**10.** **Whistleblowing**

10.1 The Contract will be terminated if the Bidder or anyone on its behalf bribes or tries to bribe anyone in connection with any aspect of the procurement process or commits any offence under the Bribery Act 2010.

10.2 There are stringent similar provisions under UK law in respect of money laundering and misconduct in respect of government funding.

10.3 The Authority takes these issues very seriously. It encourages all Bidders to contact the Procurement team it if any authority representative, employee or other Bidder or potential Bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.

10.4 You should not attempt to canvass any Officer of WECA/SWEH about your Tender or try and obtain confidential information relating to the service or the tendering process from anyone associated with the Contract or from any other past or present contractor to the Authority. If you do so your Tender may be rejected.

**11.**  **Instructions to Bidders**

11.1 Tenders must be submitted in accordance with the following instructions. Any tenders not complying with the requirements of this ITT in any way may be rejected by the Authority, whose decision in the matter shall be final.

11.2 Not used

11.3 Bidders should read the instructions and guidance carefully before completing the ITT documents. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender.

11.4 All Tender documents must be completed in their entirety. The Bidders who are awarded a Contract will be required to sign further documentation in the form of an agreement based on these documents, your Tender submission and the accompanying terms and conditions.

11.5 By submitting a Tender, you will be taken to have agreed that your Tender will remain open for acceptance for a minimum of 120 days from the closing date.

11.6 Bidders may modify their submission prior to the deadline for receipt. Bidders may withdraw their Tender at any time prior to accepting the notification of award.

11.7 Tenders must not:

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

Only Tenders which confirm acceptance of the Contract terms and submitted without qualification strictly in accordance with these instructions will be accepted for consideration. The Authority’s decision on whether or not a Tender is acceptable will be final and the Bidder concerned will not be consulted. If a Tender is excluded from further consideration the Bidder concerned will be so notified.

The terms of the Contract are non-negotiable and you may not propose any amendments to them. Where clarification is sought during the clarification period on points of ambiguity or apparent error relating to the Contract, we may at our sole discretion make amendment.

11.8 If the Authority suspects that there has been a technical or arithmetical error in the submission, it reserves the right to seek such clarification as it considers necessary from that Bidder only.

11.9 All clarifications either by the Bidder or WECA must be made via the Portal only.

11.10 All clarification questions must be received no later than 26/03/2021 17:00 to allow time within the Invitation to Tender period for a detailed response to be distributed.

11.11 The Authority will respond to all reasonable clarifications as soon as possible through publishing the bidders’ questions and the Authority's response to them on the Portal. If a Bidder wishes the Authority to treat a clarification as confidential and not issue the response to all Bidders, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Bidder and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Bidders.

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

11.14 Neither the Authority, nor SWEH shall not be liable for any loss or expense borne or incurred by any Bidder in the production of the Tender or as a result of its decision not to award a Contract to any Bidder.

11.15 The Authority reserves the right to accept or reject any written Tender and to cancel, vary, or abort the procurement process as a whole or in relation to a single Lot. The Authority reserves the right to reject all written Tenders at any time prior to award of a Contract, without incurring any liability to the affected Bidders. The Authority is not bound to accept the lowest or any Tender response made as a result of this invitation and reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary. The Authority also reserves the right to merge one or more Lots, cancel/not award a Contract for any single Lot, or reallocate funds between Lots at any time.

11.16 Bidders must notify the Authority of any change in control, composition or membership (if any) that has taken place after submission of its Tender. If changes subsequently occur in relation to the statements set out in the Tender, the applicable Bidder must promptly notify the Authority of them. The Authority reserves the right to retest the Bidder where necessary, in compliance with the Public Contracts Regulations 2015, and may disqualify any Bidder that fails to duly notify the Authority of any changes. Bidders are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the provisions set out in regulation 57 of the PCR 2015 and the minimum standards set out in the Supplier Questionnaire. Any change in the eligibility of a Bidder must be notified immediately to the Authority in writing and may result in that Bidder being disqualified from any further participation in the procurement process.

**12.**  **Completing the Invitation to Tender**

12.1 These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that Bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the ITT document. Failure to adhere to this request may invalidate your Tender.

12.2 You must complete the Invitation to Tender in English and in the format outlined in the document 2.0 LADs2 Document 2 Supplier Questionnaire and Quality Questions (unless you are choosing to submit the Single Procurement Document (SPD) in the place of parts 1 and 2 of the Supplier Selection Questionnaire (SQ)) and return it via the Portal, to arrive not later than the date specified on the front page. If you do choose to submit the ESPD, please ensure you also respond to Part 3 of the SQ.

12.3 You should provide your responses to the questions in 2.0 LADs2 Document 2 Supplier Questionnaire - Quality Questions - Declarations in the areas below the questions.

12.4 Where a word limit has been indicated for a specific response, please do not exceed this limit. Where a response exceeds the number stated in the question, the additional words will not be read and will be disregarded from the evaluation.

12.5 Where a word limit has been indicated, the Bidder should add their word total at the end of each response. Should you need to add any document to amplify any word limit response, the word count of the document would have to be within the specified word count. Random checks will be made by the Authority and any additional words over the word count will be discounted.

12.6 Tenders should be submitted in pounds Sterling and exclusive of Value Added Tax (VAT).

12.7 If there is any question in the ITT documentation you cannot answer or any requested information you cannot provide, you should give a full explanation as to why within your Tender.

12.8 Please do **NOT** submit your Tender as one PDF file or provide your responses to method statements or other questions in PDF files. This makes the evaluation process very difficult.

12.9 You are strongly encouraged to review the documents in their entirety before commencing completion, paying special attention to the Pass/Fail elements, which may lead to your Tender being rejected.

**13.** **Pricing Schedule**

13.1 The pricing schedule can be found at in 3.0 GHG Lads2 Document 3: Pricing Schedule

13.2 Please sign and date the pricing schedules. Electronic signatures are accepted following the Electronic Signatures Directive 1999.

13.3 Prices must be kept open for a period of 120 days from your submission.

13.4 Prices quoted shall be exclusive of VAT.

**14.** **Communication and Clarification**

14.1 The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Bidders with the Contract being awarded using the Portal.

14.2 During the procurement process, any communication with the Authority shall be via the Portal. After the closing date for receipt of Tenders, the Authority expects only to make contact with Bidders for the following purposes:

* + - To clarify a response or document received as part of the Bidder’s submission.
		- To inform Bidders of the award decision.
		- To agree the commencement date.

14.3 If you have any enquiries about the Contract documentation which might have any bearing on your Tender, you should raise these through the Portal within the Clarification period. Where such an enquiry has been made, the Authority will circulate a copy of the enquiry and its written reply to all Bidders but will preserve the anonymity of the enquirer.

14.4 Bidders should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in the ITT documents, any of its associated documents and/or any other information issued to them during the procurement process. All questions and/or requests for information regarding this procurement process should be made via the Portal, using the messaging function.

14.5 Where such queries require revision of the ITT documents a tender amendment shall be issued via the Portal.

14.6 WECA may make changes to the ITT documents with any such changes notified to the Bidder via the Portal as amendments. Where such amendments are issued the Authority shall extend the deadline of the tender period where significant changes are made.

14.7 Bidders will be notified of the outcome of their tendering according to the indicative timetable provided at 2.0 above.

14.8 Any Tenders received after the specified deadline will not be considered unless the closing date for receipt of Tenders is formally extended by the Authority and communicated. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the Bidder’s control, however this will be permitted only at the discretion of the Authority and their decision on this will be final.

14.9 Tenders must be based upon the conditions set out in at the accompanying documents, otherwise they may be rejected technically, commercially or both on the grounds of non-compliance. By submitting a Tender, the bidder is indicating an acceptance of the Terms and Conditions detailed in LADs 2 Document 9: Terms and Conditions – and the management processes and specifications detailed in the accompanying documents - with the exception of any amendments due to clarifications made during the procurement process.

14.10 Bidders must complete the following documents which will form part of the Contract if the Bidder is successful. Failure to submit a full response to any element of these documents is likely to result in your Tender being deemed non-compliant.

* 2.0 LADs2 Document 2: Supplier Questionnaire - Quality Questions – Declarations
* 3.0 LADs2 Document 3: Pricing Schedule

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

14.13 Tenders will only be accepted electronically if issued on [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) Tenders will not be accepted by fax or email.

14.14 The ITT documents must not be amended by the Bidder and no altered or erased figures should appear on the Pricing Schedule.

14.15 The submission of a Tender by the Bidder is deemed to mean that they have understood the nature and extent of the service required. No claim founded on a Bidder’s failure to obtain interpretation of the requirements prior to submission of their Tender will be considered.

15. **Format of Tender**

15.1 You are to submit your Tender in the following format with the required information. Failure to do so may disqualify your Tender.

|  |  |  |
| --- | --- | --- |
| **Part/Section** | **Required information** | **Further information** |
| Document 2: Part 1 Section 1 | Provider InformationBidding ModelContact Details | Complete all questions of all parts of Document 2 Part 1 Section 1. |
| Document 2, Part 2Section 2 | Grounds for mandatory exclusion | Please indicate your answer by marking a ‘X’ in the relevant box. |
| Document 2, Part 2, Section 3 | Grounds for discretionary exclusion | Please indicate your answer by marking a ‘X’ in the relevant box. |
| Document 2, Part 3, Section 4 | Economic and Financial Standing | Respond to all of the questions laid out. |
| Document 2,Part 3 Section 5 | Organisational relationships | Please complete this section with the detail requested. |
| Document 2 Part 3, Section 6 | Technical and Professional Ability | Please complete this section with the detail requested. |
| Document 2 Part 3, Section 7 | Modern Slavery | If appropriate, please complete this section with the detail requested. |
| Document 2 Part 3, Section 8 | Additional Questions | If appropriate, please complete this section with the detail requested. |
| Document 2 Part 3, Section 9 | Health and Safety and Equalities and Diversity | Please complete this section with the detail requested. |
| Document 2 Quality Questions | Specific questions to assess Technical and Professional Ability | Please complete each of the areas within this section.  |
| Document 2 Social Value Questions | Specific questions to assess approach to Social Value  | Please complete each of the areas within this section. |
| Document 2 Equality and Diversity Questions | Specific Questions to assess approach to Equalities and Diversity | Please complete each of the areas within this section. |
| Document 2 Non-Collusion Certificate | Non-Collusion Certificate | Please sign and return  |
| Document 2 Certificate to canvassing | Certificate as to canvassing  | Please sign and return |
| Document 2 Form of Tender | Form of Tender Letter | Please sign and return |
| Document 3: Pricing Schedule  | Pricing Schedule | Complete, sign and submit the Pricing Schedule in the format requested. |

**16.** **Tender Evaluation**

16.1 Subject Matter experts shall evaluate submissions using the published scoring methodology and evaluation criteria to identify in the most economically advantageous Tenders.

16.2 There are a number of Pass/Fail sections within this Tender as indicated in Section 18, Table 3. These sections will be evaluated first before Section 9 Technical and Professional section. Any Tender that fails the initial Pass/Fail sections will not have their quality submission assessed and will be excluded from the process.

16.3 Most economically advantageous Tenders will be identified through the combined score of the following weighted criteria:

* + - * 45% Quality
			* 45% Price
			* 5% Social Value
			* 5% Equality and Diversity

16.4 Not used

16.5 The weighting attributed to each question is given alongside.

16.6 Not used

16.7 To ensure a suitable quality level, **a minimum average score of 3/5 will apply for the quality questions.** If Bidders fail to achieve this score their bid will be rejected, and they will forfeit any further consideration in this process. For clarity this will only apply to the four quality questions, not the Social Value or Equality and Diversity Questions.

16.8 For clarity a basic outline is provided below:

High Level Evaluation Process



16.9 Each of the questions with the quality, social value and equalities and diversity submission will be scored using the scoring matrix shown below.

|  |  |  |
| --- | --- | --- |
| Score  | Classification | Award Criteria |
| 5 | Excellent | An exceptional response that inspires full confidence in the bidder’s ability and proposal to deliver the Contract against the Specification. The Specification is fully met and is robustly and clearly demonstrated and evidenced throughout the response. Comprehensive evidence is provided throughout the response as to how the Contract will be fulfilled by demonstrating past experience or through a clear process of implementation, as the question requires.  |
| 4 | Good | A good response that inspires a good level of confidence in the bidder’s ability and proposal to deliver the Contract against the Specification. The Specification is met and clear evidence is generally provided to support the response. Comprehensive evidence is generally provided as to how the Contract will be fulfilled by demonstrating past experience, or through a clear process of implementation as the question requires. |
| 3 | Satisfactory | A response that is acceptable; the bidder has the requisite ability and an adequate proposal to deliver the Contract against the Specification. The Authority is satisfied that the Specification is met and adequate evidence is generally provided to support the response.Satisfactory evidence is generally provided as to how the Contract will be fulfilled by demonstrating past experience or through a clear process of implementation as the question requires.There *may* be some limited minor weaknesses or omissions in some areas of the response, however these are capable of rectification and would not impact on the Bidder’s ability to deliver the Contract. |
| 2 | Weak | A response that falls short of being acceptable, suggesting that the bidder does not have the requisite capability and/or there is an inadequate proposal to deliver the Contract against the Specification. And/Or The Authority is not satisfied that the Specification is met and/or the response is not supported by sufficient breadth or sufficient quality of evidence/examples and provides the Authority a limited level of confidence in the Bidder’s ability to deliver the Specification. And/Or Satisfactory evidence has not been provided as to how the Contract will be fulfilled by demonstrating past experience or through a clear process of implementation as the question requires.And/OrThere are multiple omissions or weaknesses which may be material and may not be capable of rectification and which may impact on the Bidder’s ability to deliver the Contract. |
| 1 | Inadequate | A response that is not acceptable, suggesting that the bidder does not have the requisite capability and/or there is an inadequate proposal to deliver the Contract against the Specification. And/Or The Authority is not satisfied that the Specification is met and/or the response is not supported by sufficient breadth or sufficient quality of evidence/examples and provides the Authority a very low level of confidence in the Bidder’s ability to deliver the Specification. And/Or Evidence has not been provided as to how the Contract will be fulfilled by demonstrating past experience or through a clear process of implementation as the question requires.And/OrThere are multiple/material omissions or weaknesses which are not be capable of rectification and which would significantly impact on the Bidder’s ability to deliver the Contract. |
| 0 | Unsatisfactory | No response or response does not provide any relevant information and does not answer the question. |

16.10 Not used

16.11 Not used

16.12 The weighting attributed to each of these questions is given alongside the questions and is also summarised in Section 18 of this document.

16.13 Not used

16.14 Price will have a weighted score of 45%.

Please submit your Pricing Schedule as a separate appendix. Please make no reference in your written Tender documents to specific pricing. Pricing will be evaluated by Procurement only. Costs will be shared with the evaluation team once the Quality and Social Value and Equality and Diversity elements have been evaluated. This is will prevent any unconscious bias and ensure a robust evaluation process.

The Tender with the lowest total price will receive the maximum score of 100% and the prices of all other Tenders will be expressed as a percentage of the maximum score.

As an example, the table below shows 4 differing Tenders (column A). Column C indicates the % awarded to each of the Tenders dependent on how far away from the lowest bid, column E calculates it into a weighted price score. This will be dependent on the weighting indicates at Column D which is for example purposes only.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|   | A | B | C | D | E |
| Bidder | Submitted Bid (£) |  Difference from Lowest Bid (£) | Unweighted Price Score % | Price Weighting % | Weighted price score % |
| Bidder A | £108,507 | £42,822 | 60.54% | 40% | 24.21% |
| Bidder B | £65,685 | £0 | 100.00% | 40% | 40.00% |
| Bidder C | £79,386 | £13,701 | 82.74% | 40% | 33.10% |
| Bidder D | £80,813 | £15,128 | 81.28% | 40% | 32.51% |

16.15 Once the weighted quality, social value and equality and diversity score is determined against the weighting it will be combined with the pricing score to give the total weighted score. Tenders will be ranked in descending order by their total weighted score.

16.16 Bidders can apply for a maximum of two Lots. In the event that we do not receive a Bid for a Lot, or the Bid received does not meet the minimum quality threshold, we reserve the right to approach all runners up from other Lots to run a further competition, based on price alone. For clarity as to how the Lot system will work in terms of evaluation, and in the context of any Lots which do not received compliant Tenders, please see 1.0B LADs2 Document 1 GHG LAD ITT - Appendix B - Lot Evaluation Detail

16.17 Bidders are expected to complete their pricing submissions in good faith. If the Authority considers a Tender to abnormally low, or considers any element of the Pricing Schedule to be abnormally low, and it considers that the Tender price or an element of it is not sustainable, it reserves the right to require Bidders to explain how it can deliver the expected quality at that price (in accordance with the provisions of Regulation 69 of the PCR 2015). If the Authority is satisfied that the Tender price is indeed unsustainable, and/or the evidence supplied does not satisfactorily account for the low level of price or costs proposed, then the Authority, at its absolute discretion, may reject the Tender from the process. A similar principle applied to Tenders considered abnormally high.

16.18 For additional clarity as to how the evaluation will work in practice, please see 1A: Document 1: GHG LAD Invitation to Tender - Appendix A - Example Evaluation Sheet

**17.0**  **Submission of Tender - Electronic Tendering**

17.1 The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Bidders. Accordingly, there will be no hard copy documents issued to Bidders and all communications with the Authority including the submission of Bidders responses will be conducted via the Portal.

17.2 Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents less than two hours before the deadline. If you experience any technical difficulties in the lead up to the deadline, please contact John Calwell on 07436601481.

17.3 Pro Actis who provide the Portal also offer support. For all support issues Bidders must in the first instance log their query via the following email:

* procontractsuppliers@proactis.com

If the query is of a time sensitive nature they also have an Emergency Contact number:

* 0330 0050352

In the first instance Bidders should log their call using the email address provided

17.4 It is the Bidders responsibility to ensure that all documents are uploaded on time. The e-tendering system ‘Pro Contract’ will hold all the information that Bidders upload securely until the Tender opening date.

**18.0** **Method of Evaluation**

18.1 This section seeks to clarify further how each of the sections in Volume Two will be evaluated i.e. whether they are scored or constitute a Pass/Fail. For avoidance of doubt, any response that fails, in a Pass/Fail question, may result in a Bidder being excluded from the process.

|  |  |  |  |
| --- | --- | --- | --- |
| **Key Section Question/s** |  | **Outline** | **Level** |
| Document 2, Part 1, Section 1 |  | Potential Supplier Information | This section should be completed accurately. This section will not be scored.  |
| Document 2, Part 2, Section 2 |  | Grounds for Mandatory Exclusions | The Authority may exclude any Bidder who answers ‘Yes’ to any of the questions.  |
| Document 2, Part 2, Section 3 |  | Grounds for Discretionary Exclusion | The Authority may exclude any Bidder who answers ‘Yes’ to any of the questions.  |
| Document 2, Part 3, Section 4 & Section 5 |  | Economic & Financial Standing(self-certification) | Please refer to 18.4 below for more detailed Economic and Financial evaluation guidance.This is a Pass/Fail requirement. |
| Document 2, Part 3, Section 6 |  | Technical and Professional Ability | The responses will be judged on their relevance to this Contract opportunity.Please see the body of the question for details. This is a Pass/Fail requirement. |
| Document 2, Part 3, Section 7 |  | Modern Slavery Act | The Authority may exclude any Bidder who answers ‘No’ to 7.2. |
| Document 2, Part 3, Section 8.1 a |  | Insurance(self-certification) | Minimum:Employers Liability £10m MillionPublic Liability £25mProfessional Indemnity £5 MillionThis is a Pass/Fail requirement. |
| Document 2, Part 3, Section 8.2 |  | Acceptance of terms and conditions | The Authority will exclude any Bidder who answers ‘No’ to 8.2This is a Pass/Fail requirement |
| Document 2, Part 3, Section 9 |  | Health and Safety  | The Authority may exclude any Bidder who answers ‘No’ to 9.1This is a Pass/Fail requirement. |
| Document 2,Part 3, Section 9 |  | Equality and Diversity | Questions 9.2 – The Authority may exclude any Bidder who answers ‘No’ to 9.2. |
| Document 2 – Quality Questions |  | Quality Questions  | Using the scoring matrix at 16.9 each of the responses to Questions 1 – 4 will be scored by a panel of evaluators and weighted accordingly. A minimum average score of 3/5 must be achieved across these questions.See Table 2 below. |
| Document 2 – Social Value Questions |  | Social Value Question | Using the scoring matrix at 16.9 each of the responses to Questions 1 - 2 will be scored by a panel of evaluators and weighted accordingly. See Table 2 below. |
| Document 2 – Equality and Diversity Questions |  | Equality and Diversity Questions | Using the scoring matrix at 16.9 each of the responses to Questions 1 - 3 will be scored by a panel of evaluators and weighted accordingly. See Table 2 below.  |

Some of the questions/sections detailed in Table 1 that are scored have also been weighted, those weightings are as follows (Table 2) and will be used in producing the overall quality score.

**Table 2**

|  |  |
| --- | --- |
| **Outline** | **Sub Weighting %** |
| **Document 2: Quality Questions**  |  |
|  |  |
| Quality Question – 1.1 | 35% |
| Quality Question – 1.2 | 25% |
| Quality Question – 1.3 | 15% |
| Quality Question – 1.4 | 25% |
|  |  |
| **Total Score** | **100%** |

|  |  |
| --- | --- |
| **Outline** | **Weighting %** |
| **Document 2: Social Value Questions** |  |
|  |  |
| Social Value Question – 1.1  | 50% |
| Social Value Question – 1.2 | 50% |
|  |  |
| **Total Score** | **100%** |

|  |  |
| --- | --- |
| **Outline** | **Weighting %** |
| **Document 2: Equality and Diversity Questions** |  |
|  |  |
| Equality and Diversity Questions – 1.1 | 30% |
| Equality and Diversity Questions – 1.2 | 60% |
| Equality and Diversity Questions – 1.3 | 10% |
|  |  |
| **Total Score** | **100%** |

Further clarity can be found in 1.0A: Document 1: GHG LAD Invitation

to Tender - Appendix A - Example Evaluation Sheet

18.3 **Not used**

18.4 **Additional guidance with regards to the Financial Evaluation**

The key objective of financial appraisal is to analyse a Bidder’s financial position and ability to carry out this contract. A range of factors need to be considered as part of the appraisal and various financial statistics, ratios and figures analysed. Once the appropriate data has been obtained a professional judgement must then be applied to the issues.

In the first instance, Bidders will simply be asked to confirm that they have a turnover that exceeds the figures stated in Table 1 – Turnover thresholds and they are able to provide additional details of financial statues. If they do, their full submission will go on to be evaluated.

After evaluation if the Bidder is identified as a preferred Bidder and therefore likely to be offered a contract, WECA will conduct the following process.

The Bidder will be requested to submit evidence of their economic and financial standing which will be assessed by WECA prior to the final contract award.

If the Bidder fails to supply the required evidence within the set timescale, or the evidence proves unsatisfactory, the award of the Contract will not proceed to that Bidder. WECA has the right to then choose to amend its award decision and award Bidder below in the ranking, provided that they have submitted satisfactory evidence. Alternatively, WECA may terminate the procurement process for that Lot or overall as necessary.

Failure to meet the minimum level and/or minimum financial threshold set out below will result in the Bidder being disqualified from any further participation in this process.

 **Economic and Financial Standing**

The organisation must be in a sound financial position to participate in the procurement. When undertaking the financial assessment WECA looks at the two most recent sets of Bidder’s accounts, which shows three years of financial information, along with those of any parent company (if applicable and acting as guarantor).

 The financial assessment is conducted in 2 stages.

**Stage 1**

WECA has four key minimum requirements for financial considerations. If a Bidder fails to meet 2 or more of the 4 requirements their bid will be excluded from further consideration. One of these requirements must be the Turnover threshold test. They will not proceed to stage 2 of the Economic & Financial Standing assessment.

 The 4 requirements are:

1. Turnover thresholds

The Authority requires that a Bidder’s minimum annual turnover should be at least twice the estimated value of the Lot it intends to tender for.

Bidders should be aware that if they are applying for two Lots, their total minimum annual turnover will need to reflect a combination of both Lot values, i.e. the bidder’s turnover must be at least twice the total of the estimated value for the combined Lots.

WECA will use a notional calculation to calculate the minimum required turnover of the Bidder in order to confirm whether the Bidder has the requisite financial standing to perform their duties on the Contract without posing risk to the Authority. This turnover threshold is applied by matching the bidder’s turnover figure in their latest set of accounts, with the forecasted maximum annual spend value of each Lot

 For this Contract, this calculation is as follows:

 Table 1 – Turnover thresholds

|  |  |
| --- | --- |
| Total Maximum Lot 1 Value | £4,531,969 |
| Multiplied by two | £9,063,938 |

|  |  |
| --- | --- |
| Total Maximum Lot 2 Value | £7,497,366 |
| Multiplied by two | £14,994,732 |

|  |  |
| --- | --- |
| Total Maximum Lot 3 Value | £14,790,595 |
| Multiplied by two | £29,581,190 |

|  |  |
| --- | --- |
| Total Maximum Lot 4 Value | £4,366,594 |
| Multiplied by two | £8,733,188 |

|  |  |
| --- | --- |
| Total Maximum Lot 5 Value | £5,286,902 |
| Multiplied by two | £10,573,804 |

|  |  |
| --- | --- |
| Total Maximum Lot 6 Value | £6,082,120 |
| Multiplied by two | £12,164,240 |

|  |  |
| --- | --- |
| Total Maximum Lot 7 Value | £8,615,208 |
| Multiplied by two | £17,230,416 |

If the Bidders turnover figure is less than the figures stated in Table 1 – Turnover thresholds then the Authority considers it is unlikely that the Bidder, on its own, has adequate resources to perform the Contract.

WECA acknowledges that the nature of this project means that an accurate spend values are difficult to forecast. At this stage it is difficult to predict so we have followed the principle detailed in the [Regulations.](https://www.legislation.gov.uk/uksi/2015/102/regulation/58/made)

If a Bidder does not meet these turnover thresholds, a further full financial assessment may take place if a parent company guarantee or bond or deed can be obtained, provided the parent itself is suitable.

1. Acid Test Ratio

The Acid Test Ratio is a measure of financial strength, which excludes stock so that only liquid assets are included. This addresses the question of whether the Bidder has enough current liquid assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. There will be a minimum requirement for an acid ratio of 1 to score.

1. Continual Losses

If a Bidder is showing continual losses in their accounts this will be deemed a fail.

1. Net Worth

If the net worth of a Bidder is in a negative position this will be deemed a fail.

**Stage 2**

If a Bidder passes at least 2 of the 4 key criteria a full financial assessment will take place, this will include selected ratio analysis of account figures, recognised accountancy tests on financial statements, any pending legal proceedings including CCJ’s a Bidder may have against them, and any adverse information on company Directors. As part of our process we use information obtained from credit reference agencies including CreditSafe who provide business Delphi credit scoring (risk rating) which is incorporated into our financial assessment.

Each ratio and other criteria will carry a points score of “0” for fail and “1” for pass, points are then tallied to give an overall score, this is then matched to a predetermined risk-based scoring model where Bidders will be assessed as low, medium or high risk.

The final decision regarding the acceptability of the Bidders financial standing relies on a degree of professional judgement from WECA. If WECA decides that the financial standing of the Bidder is such that it does not have the ability to perform the Contract and represents an unacceptable risk to the Authority then the Bidder will be excluded from further consideration in this process.

The minimum levels relating to economic and financial standing for this procurement process are summarised below:

|  |  |
| --- | --- |
| Minimum Turnover required | Please see Table 1. |
| Acid Test Ratio | 1.0 |
| Losses | Accounts must not show continual losses |
| Net Worth | Net worth must be positive |

If you are in any doubt concerning this process, please raise a clarification at the soonest opportunity.

1. **Collaboration Arrangements**

19.1 The resources, range and depth of skills needed to deliver this Contract are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.

19.2 Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Bidder”. The Bidder is responsible for ensuring that the bid submission is fully completed, and the required information provided in respect of consortium members (as appropriate).

The Authority permits a Bidder to be connected to more than one Tender per Lot (up to a maximum of two Lots). A Bidder will be considered to be connected to a Tender which it submits in its own name, a Tender which is submitted by any consortium of which it is a member, or where it is named as a subcontractor on a Tender. At all times, this permission to submit multiple Tenders is subject to: the relevant Bidders declaring their involvement in more than one Tender; the relevant Bidders entering into the Ethical Walls Agreement, and the Authority being satisfied that there is no conflict of interest or risk of collusion arising from a Bidder’s multiple Tenders. Where a bidder has submitted multiple Tenders per lot, the Authority reserves the right to request that a Tender be withdrawn where a conflict of interest cannot be remedied to the Authority’s satisfaction.

19.3 A consortia proposal requires either a clear lead organisation (“Lead Partner”) with whom the Authority will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the Contract, in which case all consortia members will sign the Contract.

19.4 The following models of collaborative arrangements are indicative of possible collaborative working arrangements:

* Lead partner consortium
* Joint and several liability consortiums
* Sub-contracting

19.5 **Lead Partner consortium:** A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, gain a place on the Contract. One partner will enter on to the Contract, on behalf of the other consortium member/s, and will be the conduit by which the Contract is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of work commissioned through the Contract. The other consortium members are effectively sub-contractors to the lead organisation.

19.6 The technical capability of a consortium can be an amalgamation of the capability of individual members, i.e. the Lead Partner can rely on the technical capability of other consortium members to meet the capability requirements of this ITT, on the condition that those consortium members will perform the relevant services (and the Authority has the right to require proof that the Lead Partner will have those consortium members’ resources at the Lead Partner’s disposal). In this approach the Lead Partner will need to have the financial capacity to meet the minimum financial threshold.

19.7 Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements detailed in these documents.

19.8 It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the potential works commissioned under the Contract. This is not the responsibility of the Authority.

19.9 **Joint and several liability consortium:** In this instance the Authority will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid (the “Lead Organisation”). However, the Lead Organisation is lead for administrative purposes only and all members of the consortium are equally responsible for the delivery of the Contract.

19.10 The cumulative strength of both the financial and technical capability is assessed at this stage.

19.11 Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Authority signs the Contract with all the members of the consortium; thus all members are jointly and severally liable.

19.12 **Sub-contracting:** This is where the Authority contracts with one provider (the lead provider) and the relationship in respect of Contract delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of works delivery. The provider is responsible for the delivery of the works whether or not they are providing the service themselves or if they have sub-contracted it out.

19.13 It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the Bidder. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Bidders should be aware that where, in the opinion of the Authority, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change or “substantial modification” for the purposes of procurement law, and therefore may affect the ability of the Bidder to proceed with the procurement process and/or to perform their duties under the Contract. For the avoidance of doubt, in the event that the Authority considers that such a change constitutes a material change for the purposes of procurement law, then the Authority reserves the right to disqualify the Bidder from the procurement process.

19.14 The Authority will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, they would expect payments to sub-contractors to mirror the payment conditions to the provider.

19.15 The Authority would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.

19.16 Whilst the commissioning Authority does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.

19.17 It is expected that Delivery Organisations will have signed up to the Prompt Payment Code and/or will be willing to report to WECA their Sub-Contract payment performance.