**OPEN PROCEDURE  
With an OJEU notice as a call for competition  
Regulation 27 Public Contracts Regulations 2015**



**INVITATION TO TENDER**

**Employment – Led Redevelopment Masterplanning for Lea Bridge Gateway SIL**

**IN THE LONDON BOROUGH OF WALTHAM FOREST**

**FOR THE PERIOD August 2019 to August 2020**

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| **Bidder to insert their company/organisation name** |
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**Bids submitted after the stated closing date and time *will not* be considered.**

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| **Invitation to Tender No:**  **DN402544** | |  | *London Borough of Waltham Forest* |
| **Tender for:**  **Period of Contract:** | **Employment – Led Redevelopment Masterplanning for Lea Bridge Gateway SIL**  August 2019 to August 2020 | | **Due for return by 12:00 Noon on:**  02.07.2019  **Bids submitted after the stated closing date and time will not be considered.** |

1. INTRODUCTION

General

* 1. The Authority is issuing this Invitation to Tender ("ITT") in connection with the Procurement described in the advertisement placed in the Official Journal of the European Union.
  2. The Procurement is being run under the open procedure, which is a formal bidding procedure, under which the contract is advertised and all interested organisations/consortium can bid. This ITT provides further details of the proposal and process for submitting Bids.

Communications / Contact

* 1. The Authority is using the London Tenders Portal for the Procurement Process: <https://www.londontenders.org/> ("the Procurement Portal").
  2. Bidders must not approach any member of the Authority in relation to the Procurement or the Procurement Process, other than by using the messaging facility on the Procurement Portal.
  3. Any technical questions relating to the use of the Procurement Portal website should be addressed preferably by email to: [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com) or telephone helpline 0330 005 0352 This is only the technical support line and any ITT queries should be directed to the relevant procurement team running the contract through the messages function of the Procurement Portal.

Open Procedure

* 1. This ITT has been developed to achieve the selection of a provider to deliver the Procurement as described in the OJEU Notice.
  2. The Authority is using the open procedure. Any interested organisation/consortium may submit a Bid in response to this ITT.
  3. All Bidders are required to complete this ITT document in order to submit their completed Bid. Bids must comprise both the Selection Questionnaire ("SQ") and ITT response documents (see Appendices to this ITT). All aspects of this ITT should be completed in full and submitted as part of a Bid.
  4. The Authority will evaluate Bidders' responses to the selection questions in the SQ (Appendix 4: SQ) before evaluating the remainder of the Bid. All Bidders meeting the selection criteria (set out in the SQ Explanatory Document (Appendix 3: SQ Explanatory Document) will proceed to the tender evaluation stage and will have the remainder of their Bids evaluated. Bidders which do not meet the selection criteria, will not proceed to the tender evaluation stage.
  5. During the open procedure, negotiations between the Authority and Bidders on fundamental aspects of their offer, such as price, are not permissible.
  6. The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
  7. All documents and Bids will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
  8. The ITT aims to:
* provide information to Bidders on the Procurement and the opportunities available;
* set out clearly the Authority’s requirements;
* provide information on the Authority’s approach to the open procedure process;
* set out the deliverables required from Bidders; and
* set out the evaluation criteria and weightings that the Authority will use to assess Bids.
  1. Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)** below.
  2. Bidders are required to answer all requests for information set out in **Appendix 7 (Financial Statements)** to this document.
  3. Bidders should note that there will be no negotiations permitted on the Contract terms (**Volume A: Conditions of Contract**) prior to or after the Bid submission deadline date. Bidders are deemed to accept the Contract terms as set out in this ITT and the Authority reserves the right to reject a Bid which seeks to vary or qualify the terms of the Contract (in a manner not permitted in this ITT).
  4. Bids should be final and complete in meeting the Authority's requirements. Please refer to the submission instructions in **Section 5 (Submission Instructions)** and the checklist contained in **Section 7 (Bid Checklist)**. The Authority may request Bidders to clarify aspects of their Bids where the Authority considers it appropriate to do so.
  5. Following the submission of Bids, the Authority expects to undertake an evaluation process to identify which Bid is the most economically advantageous tender (MEAT) and will be put forward for consideration to be awarded the Contract.
  6. The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including in the OJEU Notice and the ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

Definitions

* 1. In this ITT, the following definitions shall apply:

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| **Definitions** | |
| **Advisers** | Means all professional advisers of the Authority involved in the Procurement Process |
| **Authority** | Means London Borough of Waltham Forest or its duly authorised officers |
| **Bid** | Means each of the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process. A Bid includes the SQ and ITT responses. |
| **Bidder(s)** | Means individuals and/or Organisations who are interested in tendering for the Procurement |
| **Confidential Information** | Means all information marked as confidential. Does not apply to any information not marked in this way. |
| **Consortium** | Means either an entity which is to be formed by a group of Organisations or a group of Organisations acting jointly as the Bidder |
| **Consortium Member** | Means where the Bidder is a Consortium, any individual economic operator forming part of that Consortium |
| **Contract** | Means the agreement between the Authority and the Supplier for the provision of Services being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties |
| **Contract Price** | Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract |
| **ITT** | Means Invitation to Tender |
| **MEAT** | Means Most Economically Advantageous Tender as defined within the EU Procurement Directive (2014/24/EU), which can be either the lowest price tender, or a tender assessed on the basis of a mix of price and quality criteria |
| **Method Statement(s)** | Means the Method Statements contained in **Appendix 6: Method Statements** which form the Quality element of the Bid |
| **Organisation** | Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK |
| **Procurement** | Means the Services being procured |
| **Procurement Documents** | Means any document issued by the Authority as part of this Procurement Process |
| **Procurement Portal** | Means the London Tenders Portal Procurement Portal for the Procurement Process: <https://www.londontenders.org/> |
| **Procurement Process** | Means the procedure set out in this ITT by which the Procurement will be procured |
| **SIL** | Strategic Industrial Location as designated by the London Plan and the Waltham Forest Local Plan |
| **Social Value Portal** | Means <https://socialvalueportal.com/> through which bidders are required to submit the social value element of their bid |
| **SQ** | Means the Selection Questionnaire |
| **SQ Explanatory Document** | Means the Selection Questionnaire Explanatory Document at Appendix 3 |
| **Supplier** | Means the person, firm or company responsible for carrying out the Contract and shall include the Supplier’s successors and permitted assignees |

1. IMPORTANT NOTICES

General

* 1. This ITT has been prepared by the Authority and is for use by those interested in bidding for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.
  2. You are deemed to fully understand the process that the Authority is required to follow under relevant European and UK legislation, particularly in relation to public procurement rules.
  3. Bidders' attention is drawn to the further notices set out in this **Section 2** (**Important Notices**) which form part of the conditions of participation in this Procurement Process and to **Section 5** (**Submission Instructions**) which details how to submit a Bid.

Confidentiality

* 1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
     1. treat all Confidential Information as confidential;
     2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
     3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
     4. comply with the provisions of paragraph 2.13 below (which contains restrictions on publicity activity within any section of the media or similar).
  2. Bidders shall procure that, if it is a Consortium, each Consortium Member who receives any of the Confidential Information is made aware of, and complies with, the confidentiality obligations in this Section 2.
  3. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
     1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
     2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Confidential Information.
  4. The Authority may disclose detailed information relating to Bids to the Authority’s members, directors, officers, employees, agents or advisers and they may make the key Bid documents available for private inspection by the Authority’s members, directors, officers, employees, agents or advisers.
  5. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the Bid process, at debrief stage or after the Contract has been entered into.
  6. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority’s duties under the Public Contracts Regulations 2015, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 2.44 below) and any other associated transparency duties.

Conflicts

* 1. The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority’s satisfaction prior to the delivery of a Bid. Failure to declare such conflicts (including new conflicts which may arise during the Procurement Process) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.

Canvassing and Non-Collusion

* 1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or Consortium Member (as the case may be) may attract) any Bidder or Consortium Member (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), who, in connection with this ITT:
     1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
     2. does anything which would constitute an offence 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, where the offence relates to active corruption;
     3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
     4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
     5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
     6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
     7. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);
     8. enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
     9. causes or induces any person to enter such agreement as is mentioned in either paragraph 2.11.7 or 2.11.8 or to inform the Bidder (or a Consortium Member of the Bidder) of the amount or approximate amount of any rival Bid;
     10. canvasses any person connected with this ITT who is not one of its own Consortium Members or one of its own team;
     11. offers or agrees to pay or give or does pay or give any sum of money, inducement 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 Bid (or proposed Bid) any act or omission;
     12. communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
     13. enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
     14. undertakes to unduly influence the decision-making process of the Authority; or
     15. undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
  2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing.

Publicity

* 1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after the Contract has been entered into, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

Liability of the Authority and its Advisers

* 1. In the Procurement Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
  2. The Procurement Documents have been prepared by and on behalf of the Authority for the purposes of:
     1. providing an application procedure for individuals or Organisations interested in submitting a Bid for the Procurement; and
     2. to assist persons interested in submitting a Bid for the Procurement in making their own evaluation of the potential opportunity.
  3. The Procurement Documents are intended only to provide a background explanation of the Procurement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Procurement made by the Authority to Bidders.
  4. The Authority and its Advisers:
     1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this Procurement and should seek their own professional technical, financial and legal advice; and
     2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
  5. Only the express terms of any written contract relating to the Procurement (as and when it is entered into) shall have any contractual effect in connection with this Procurement Process.
  6. The publication of the Procurement Documents in no way commits the Authority to award any contract to deliver the Procurement. The Authority reserves the right to vary or change all or any part of the procedures for the Procurement Process at any time or not to proceed with the Procurement for any reason.
  7. For the purposes of the Procurement and the Procurement Process, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

Provision of further information from Bidders prior to making a Bid

* 1. The Authority is relying on the information provided by Bidders during the Procurement Process (including but not limited to Bids). If, at any time during this Procurement Process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

Procurement Process and Costs

* 1. The Authority reserves the right at any time:
     1. to require a Bidder and/or its Consortium Members to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
     2. to amend the terms and conditions of the Procurement Process;
     3. not to consider Bids other than those specified;
     4. to issue amendments or modifications to the ITT;
     5. to alter the timetable to contract award;
     6. to cancel or withdraw from the Procurement Process at any stage; and
     7. not to award a contract.
  2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
  3. Whilst reserving the right to request information at any time throughout the Procurement Process, the Authority may enable the Bidder to self-certify that there are no mandatory/ discretionary grounds for excluding their Organisation. When requesting evidence that the Bidder can meet the specified requirements (such as the questions in section 6 of the SQ relating to Technical and Professional Ability) the Authority may choose to obtain such evidence after the final Bid evaluation decision (i.e. from the successful Bidder only).
  4. The Authority reserves the right to provide information about the successful Bid(s) to unsuccessful Bidders as part of debriefing obligations arising in the conduct of the competition in accordance with Regulation 55 of the Public Contracts Regulations 2015 and during the standstill period in accordance with Regulation 86 and 87 of the Public Contracts Regulations 2015 (including but not limited to the financial or price score of the successful Bid).
  5. The Authority reserves the right to publish information on the Procurement Portal and/or Contracts Finder in accordance with Regulation 108 of the Public Contracts Regulations 2015 (when applicable) and any relevant guidance concerning any contract awarded (including but not limited to the value of any contract awarded).

Abnormally Low Bids:

* 1. Where the Authority receives a Bid which is abnormally low, it will require the Bidder to explain in writing the price or cost proposed in the Bid. The Authority will assess the information provided by the Bidder and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

Rejection of Bids

* 1. The Authority will reject or disqualify a Bidder and/or any of its Consortium Members at any time during the Procurement Process where a Bid is submitted late.
  2. The Authority reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the Procurement Process where:
     1. a Bid is completed incorrectly, is materially incomplete or fails to meet the Authority’s submission requirements which have been notified to the relevant Bidder;
     2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
     3. the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Bid process;
     4. the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to the Procurement Process (including but not limited to the SQ selection process of the competition);
     5. the Bidder and/or its Consortium Members contravene any of the terms and conditions of this ITT;
     6. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members; or
     7. Bids or offers by Bidders are made subject to additional or alternative conditions.
  3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post Contract award, the Authority reserves the right to terminate the Contract.
  4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
  5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
     1. establishing the absence of grounds for exclusions under 57 of Directive 2014/24/EU 2004/18/EC (and/or Regulation 57 of the Public Contracts Regulations 2015); and/or
     2. establishing whether the Bidder meets (or continues to meet) the relevant SQ selection criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
     3. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
  6. Furthermore, before awarding the Contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:
     1. establishing the absence of grounds for exclusions under 57 of Directive 2014/24/EU 2004/18/EC (and/or Regulation 57 of the Public Contracts Regulations 2015); and/or
     2. establishing the continued fulfilment of the selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

Changes to Consortia

* 1. The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this Procurement Process unless the Authority's prior consent has been given, and subject to:
     1. any replacement Consortium Member being satisfactorily selected by the Authority; and
     2. any other condition which the Authority may specify having been met.
  2. The Authority reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.
  3. The Authority reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

Sub-contracting Arrangements

* 1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, section 1.2(b) (ii) of the SQ (**Appendix 4: SQ)** must be fully completed providing details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
  2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

Acceptance of Bids

* 1. Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the Contract.
  2. The Contract shall be in the form set out in **Volume A: Conditions of Contract**, being the Authority’s Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the Contract shall be subject to those special conditions in addition to the Conditions of Contract, and where those special conditions are inconsistent with the Authority’s Conditions of Contract, the special conditions shall prevail.
  3. Prior to the Contract being entered into Bidders will be required to hold firm the prices submitted in their Bid for 120 days and no increase will be accepted prior to the Contract being entered into.
  4. The prices quoted in the Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
  5. Contract terms **will not** be subject to negotiation.

**Freedom of Information Act 2000 and Environmental Information Regulations 2004**

* 1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
  2. In making any submission during this Procurement Process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
  3. If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
  4. Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority’s obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.

Intellectual Property

* 1. This ITT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
  2. All documentation supplied by the Authority in relation to this ITT (including all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

1. TIMETABLE AND PROCESS

Procurement Timetable

* 1. The timetable below sets out the key dates in the Procurement Process.

|  |  |
| --- | --- |
| **Stage** | **Date** |
| Tender issued | 13/04/19 |
| Deadline for clarifications | 18/06/19 |
| Return date for submissions | 02/07/19  12 noon |
| Presentation/Interview | 22nd and 24th July |
| Decision Panel | By 29/07/19 |
| Notification to Bidders of award decision | 02/08/19 |
| Standstill period expires | 12/08/19 00:00 |
| Consultants appointed | 13/08/19 |

* 1. The Authority reserves the right to amend this timetable as the Procurement Process progresses.

General Information

* 1. Bidders are directed to the information in relation to conflicts, contained in paragraph 2.10 of **Section 2 (Important Notices)**, and the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

Pre Bid Clarifications

* 1. Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by **no later than Noon on the date stated in the timetable** at paragraph 3.1
  2. Upon commencement of the Procurement Process Bidders must not approach any member or officer of the Authority with any queries, other than by using the messaging facility on the Procurement Portal.
  3. Open the Messaging area by selecting ‘View Messages’ and this will show any messages that have already been received and the area to create new messages to then raise any clarification questions.
  4. When creating a clarification question through the ‘Messaging’ facility ensure the subject title is relevant to the question that is being asked.
  5. In compliance with European guidelines on equal and fair treatment of Bidders, any information that the Authority dispenses in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
  6. Relevant questions together with the answers will be posted on the Procurement Portal and automatic e-mails will be sent to Bidders informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system. If a Bidder has unsubscribed to the emails then the notification will only appear in the general notifications area within the system.
  7. Bidders registering after clarifications have been posted will not receive notification that messages are available for viewing.
  8. When Bidders first access the ITT they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
  9. On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. The Authority cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

Bid Submissions

* 1. Bids must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

Post Bid Clarifications

* 1. Upon receipt of a Bid the Authority may wish to pose post-Bid clarification questions to Bidders. This process will be administered in writing via the messaging area within the Procurement Portal.

Selection Criteria

* 1. Bidders are required to complete and submit the selection questionnaire (SQ) alongside their ITT responses (i.e. by the deadline for Bid submissions). Bidders' SQ submissions will be evaluated prior to evaluation of the ITT responses as explained in paragraph 1.9 above.
  2. Details of the approach to be taken to the evaluation of SQ submissions are contained in **Appendix 3: SQ Explanatory Document**. Bidders should read Appendix 3: SQ Explanatory Document before completing the SQ.

The Award Criteria and Method Statements

* 1. Bidders' answers to each of the ITT Method Statements must be self-contained without referring to additional documents, answers to other ITT Method Statements or other supporting statements (unless specifically requested). Bidders should respond to each point in the Method Statement when providing its answer. The Authority reserves the right to mark the answer solely on the response to each Method Statement and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual Method Statement they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.
  2. Answers should contain information to evidence and demonstrate what and how you intend to deliver the requirements of the Contract.
  3. Bidders' answers to the Method Statements are limited to the number of words specified against the request in Error! Reference source not found.(whereapplicable). Where a word limit is specified, **each word** within the answer will be counted towards the word count limit. For example:
* *Forename Surname* = two words;
* *“102”* = one word;
* All wording within or linked to diagrams, pictures, charts or tables (including their labels) will count towards the word limit;
* All text within diagrams, pictures, charts or tables and any diagrams, charts or tables “embedded” within text as a picture or an image will count towards the word limit.
  1. Answers that exceed this word count will be cropped at the word count for the Method Statement (excess words over the word count will not be assessed or evaluated). The only exception to this is where words have been specifically stated not to be included within the word count; for example, if the Authority requests a document in support of a response and specifically advises that this document is excluded from the word count limit.
  2. Minimum Quality: Bidders should be aware that, regardless of their price, to be considered for award of the Contract they must achieve a qualitative evaluation score of no less than three (3) out of a total of ten (10) against at least 4 of the five Method Statements as per the table below in section 6.1.

The Price Schedule

* 1. The Bidder's price will be calculated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and Appendix 5: Financial Submissions. The price element of the Bid will be scored and will contribute to the overall score for the Bid. The Authority seeks a fully costed and transparent contract price. These requirements are clearly detailed within Appendix 5: Financial Submissions.

Completion of ITT

* 1. Evaluation of a Bid does not imply acceptance by the Authority of the Bidder’s financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Bid evaluation process.
  2. The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Bid contains inaccurate information, the Authority may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

Presentation / Interview

* 1. The Authority may require Bidders to attend a presentation / interview process hosted by a panel of Council officers and a GLA representative which will be scored as part of the evaluation criteria detailed in **Section 6 (Evaluation)**.
  2. The Authority will evaluate and moderate the scores for Financial Submissions plus the Quality Submission responses to Quality Criteria A, Method Statements 1 - 6. Only those organisations whose moderated score for those elements combined is sufficient that they are still able to achieve the highest overall score when taking into account the potential score for the presentation shall be invited to deliver a presentation for evaluation.
  3. The proposed dates for the presentation/interview are 22nd and 24th of July 2019. The presentation will be for 15 minutes on a specific aspect of the stage 1 masterplan requirements which will be notified to Bidders invited for interview at least 5 working days before the interview date. The interview will consist of a number of questions related to the presentation and the respective bid submitted.

Confidentiality and Freedom of Information

* 1. Bidders must highlight any confidential or sensitive information contained in their Bid and mark with the words “in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information. Bidders should note that the Authority is likely to disclose the overall Bid price as part of the debriefing process.
  2. Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must highlight those aspects of their Bid which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Bid as non-confidential.
  3. The Authority will have sole discretion as to whether or not to disclose information marked confidential, and in particular as to whether disclosure is required to comply with the Authority's duties under the applicable Public Contracts Regulations, Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.
  4. Please see further details regarding confidentiality in **Section 2 (Important Notices).**

Return of Certificates / Contractual Undertaking

* 1. The Authority requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 1: Certificates** as part of a Bid. Copies of the certificates are provided in **Appendix 1: Certificates**.

• Certificate of Non-Collusion

• Certificate of Non-Canvassing

* 1. In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 2: Contractual Undertaking** in order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.

**Due Diligence**

* 1. Prior to reaching a contract award decision, the Authority will undertake due diligence on the highest scoring Bidder. This due diligence will be conducted on the certificates and documentation supporting the highest scoring Bidder's self-certified responses to the SQ. The Authority will request the supporting documentation from the highest scoring Bidder who must provide this without delay. The Authority's contract award decision will be subject to the satisfactory completion of this due diligence.

**Contract Award**

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
  2. Once the Authority has reached a decision in respect of contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any contract.

1. SPECIFICATION

About the Specification

* 1. The Conditions of the Contract are described **Volume A: Conditions of Contract**
  2. The requirements of the Contract are laid out in the Specifications in **Volume B: Specification** to this ITT.
  3. Through their responses Bidders shall demonstrate how they intend to deliver the requirements of the Contract.
  4. Flexibility to meet changing demands and customer needs is a key priority. The successful Bidder will affirm willingness, through the life of the Contract, to vary the service provision according to the Authority's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are “reasonable” and fall within the overall scope of what the Bidder would reasonably be expected to be capable of delivering. Any agreed variations to the Contract must be a permitted modification within the scope of Regulation 72 of the Public Contracts Regulations 2015.

Alternative Bids

* 1. Alternative bids will **NOT** be accepted.

Environmental Issues

* 1. The Supplier will be required to deliver this Contract in as environmentally friendly manner as possible and to work with the Authority to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

**Social Value**

* 1. The Authority is committed to a performance and evidence-based approach to Social Value. Based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal, Bidders are required to propose credible targets against which performance (for the successful bidder) will be monitored.
  2. The Social Value Portal is an online tool for monitoring, measuring and managing the tendering and delivery of social value through contracts and other business related activities. The Social Value Portal has been set up to use a range of robust and transparent proxies to allow the comparison of different bids as part of the tender, and to monitor the delivery of social value commitments made.
  3. Bidders are required to submit the social value aspect of their Bid through the online Social Value Portal. In order to do this, Bidders must register and request access to the project through the Social Value Portal at <https://socialvalueportal.com/supplier-registration/>. Please refer to the ‘Social Value Portal User Guidance’ supplied with this ITT for guidance. The unique reference code for the project is: **SVP00765**. Once access has been approved, Bidders will receive login details and be able to view and input their social value proposals against the National TOMs. The TOMs within this Procurement Process have been adapted to reflect the specific requirements of the procurement. Please note, Bids that do not include a social value submission made via the Social Value Portal will not be accepted.
  4. Please note that the Authority is not being prescriptive as to which TOMs measures are being sought from bidders by way of Social Value proposals and bidders are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for bidders will be the ability to deliver against the commitments you make.
  5. Further detail on the Social Value Portal and how the Social Value Bid will be evaluated can be found in the ‘Evaluation of Social Value Requirement – Information for Bidders’ supplied with this ITT.

Cost Strategy

* 1. The Authority seeks a fully costed and transparent contract price. These requirements are clearly detailed within **Appendix 7: Financial Submissions**.

1. SUBMISSION INSTRUCTIONS

General

* 1. The Authority will reject Bids delivered after the date and time specified as the deadline. Please see **Section 2 (Important Notices)**.
  2. The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.
  3. All responses must be submitted electronically through the Procurement Portal. Bids which are, e-mailed, posted, hand-delivered or faxed to the Authority **will not** be considered.
  4. The social value element of tender submissions shall be prepared and submitted to the Social Value Portal in accordance with the instructions set out in the document entitled ‘Evaluation of Social Value Requirement – Information to Bidders’ provided with this Invitation to Tender.
  5. It is your responsibility to ensure that your Bid is submitted prior to the closing date/time.
  6. You should ensure that you leave enough time to upload and submit your Bid.

Bid Documentation

* 1. **Section 7 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

Return of Bid Documentation

* 1. The Authority is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal).
  2. User guides are available from the Help menu throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides prior to uploading Bids by using the topics within the ‘Help’ menu located on the header bar of all pages.
  3. Bidders interested in this opportunity should express their interest by clicking on the ‘Register interest in this opportunity’ within the Business Opportunity Advert.
  4. Once Bidders have expressed their interest they can access the Procurement Documentation/Bid documentation from ‘My Activities’ on the home page or on the header bar.
  5. Please indicate via the Procurement Portal whether or not you intend to submit a Bid in response to this invitation by selecting “Register intent to respond” or “No longer wish to respond” under the Response Controls.
  6. In order to complete your electronic Bid it must be downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions and the stated deadline for submission of responses. Bidders should be aware that the Authority is unable to open any Bid submissions until after the specified closing date and time for the receipt of Bids. Until this time, Bids are stored in an e-vault and cannot be accessed in any manner by any the Authority staff.
  7. The full Bid must be completed and returned in the published format (i.e. Microsoft Word). Failure to comply with this instruction may result in your Bid submission being discounted. Your Bid must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Bids should not be left to the last moment as it may take some time to upload your completed Bid. The server timestamps (GMT) Bids when they are submitted. Bids submitted after the stated closing date and time **will not** be considered. Bids may be rejected if they are not properly completed.
  8. Where Appendices to this ITT and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Authority will accept scanned copies of original signed forms and the Authority will also accept either scanned copies of original signed Appendices or copies of the Appendices with typed signatures. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
  9. All responses should be in English, text submitted in A4, with a font size of no less than 10 and any financial references should be in Pounds Sterling.
  10. Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Bid response.

Attachments

* 1. Where specifically requested, attachments must be submitted as separate documents, preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains and which request it relates to.
  2. For example, if you are requested in Question 1 of the ITT to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called “Q1 Management Structure” and ”Q1 Staff Structure” respectively.
  3. Attachments that have not been requested as part of the Bid submission **will be ignored and will not be taken into consideration** as part of the evaluation process.

1. EVALUATION

General

* 1. This Section 6 sets out the evaluation criteria against which the ITT responses will be assessed.
  2. Bidders are required to respond to each of the Method Statements set out in **Appendix 6: Method Statements** and complete in full the requirements in **Appendix 7: Financial Submissions.**

Evaluation Criteria and Weightings

* 1. The contract award decision will be made on the basis of the most economically advantageous Bid, based on the application of the detailed evaluation criteria (and sub-criteria) shown in **Appendix 5: Award Criteria**.

Evaluation Methodology

* 1. Prior to carrying out the detailed scoring of Bids, the Authority will conduct compliance checks. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ITT may be rejected.
  2. Following compliance checks and the SQ evaluation, each Bid will be evaluated and scored against the evaluation criteria and weightings and Bidders ranked in line with their scores.
  3. The evaluators will allocate scores in accordance with the scoring scale at paragraph 6.10, and the award criteria published in this document (**Appendix 5: Award Criteria**).
  4. The social value element of tender submissions shall be evaluated in accordance with the methodology set out in the document entitled ‘Evaluation of Social Value Requirement – Information for Bidders’ provided with this Invitation to Tender.
  5. The panel evaluating quality will not be aware of the prices bid until the quality evaluation is completed.
  6. The Authority reserves the right to update and refine the evaluation approach (set out in this Section 6, the Method Statements (Error! Reference source not found.) and sub-criteria as well as the financial submission prior to the Bid submission deadline.
  7. Once the quality and price scores have been allocated and moderated the weightings are applied and the resulting quality and price scores are combined for each Bidder to produce a final overall score for that Bidder. The successful Bidder will be the one that submits the highest scoring overall Bid.

Quality Evaluation

Scoring Scale

* 1. In relation to the Quality criteria and sub-criteria (as indicated in **Appendix 5: Award Criteria**), each Method Statement will be scored in accordance with the following scoring scale:

|  |  |  |
| --- | --- | --- |
| **Score** | **Score Comment** | **Score Rationale** |
| **10** | **Excellent** | Excellent response / answer / solution with suggestions (and justifications) that will offer significant potential added value |
| **8** | **Very Good** | Very good response / answer / solution to the Submission Requirements; with no reservations at all |
| **5** | **Good** | Good response / answer / solution all the Submission Requirements are met; provides more evidence than that of an ‘acceptable’ response and only minor reservations |
| **3** | **Acceptable** | Acceptable response / answer / solution: all the Submission Requirements are met and provides evidence of ability to deliver, with moderate reservations |
| **1** | **Poor** | Poor response / answer / solution which does not meet most of the Submission requirements, lacks a real understanding of those requirements and only limited evidence of ability to deliver. |
| **0** | **Unacceptable** | Unacceptable response: fails to address the Submission Requirements and with no evidence of ability to deliver |

* 1. In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term ‘quality’ in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the Contract. ‘Deliverability’ refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

Evaluation Panel

* 1. Each member of the evaluation panel will assess each Bid separately. Method Statements may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.
  2. The evaluation panel members will, on an individual basis for each Bidder’s response to a Method Statement, decide which commentary most accurately describes the response. The evaluation panel members will record the corresponding score and the strengths and weaknesses of the response.
  3. Only the score corresponding to the commentary detailed in the scoring matrix may be awarded to a response (i.e.: 0-10). No other scores may be used and decimal scores are not permitted (e.g. 3.6).

Moderation

* 1. A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder’s response to a Method Statement.
  2. Each Method Statement will be awarded a consensus score in accordance with the scoring scale at paragraph 6.10 (i.e. 0-10). This consensus score will be divided by the highest score available for that Method Statement (i.e. 10) to give a percentage score. The percentage score will then be multiplied by the Method Statement weighting to provide a weighted score for each Method Statement.
  3. All weighted scores from each award criterion will then be added together to give a final quality score total for each Bidder’s Bid. At each stage of the process all mathematical results will be rounded to two decimal places.
  4. For illustration purposes, a worked example to demonstrate the scoring process is provided below **Please note that the weightings and marks available in the example relate only to the example and not to this Procurement Process.**

**Example:**

Figure 1, below, shows the overall Quality and Price weightings for this example procurement process:

**Figure 1: Example Evaluation Criteria and Weightings**

|  |  |
| --- | --- |
| **Criteria** | **Criteria weighting** |
| Quality | 60% |
| Price | 40% |
| **TOTAL** | **100%** |

Figure 2, below, shows the detailed criteria and weightings for this example procurement process:

**Figure 2 Example Detailed Criteria and Weightings**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Criteria Weighting** | **Level 1 - Sub-Criteria** | **Sub-Criteria Weighting** | **Level 2 – Sub-Criteria** | **Level 2 – Sub-Criteria Weighting** |
| **Quality** | **60%** | **Technical Merit** | **40%** | **Method Statement 1** | **20%** |
| **Method Statement 2** | **10%** |
| **Method Statement 3** | **10%** |
| **After Sales Service** | **20%** | **Method Statement 4** | **15%** |
| **Method Statement 5** | **5%** |
| **Price** | **40%** |  | **40%** |  | **40%** |
| **TOTAL** | **100%** |  | **100%** |  | **100%** |

In This example, the overall Quality criterion of 60% is made up of two sets of Level 1 sub-criteria:

1. Technical Merit (40% of the overall score); and
2. After Sales Service (20% of the overall score).

Each Level 1 sub-criterion is made up of Level 2 sub-criteria which are the individual Method Statements (Method Statement 1, Method Statement 2 etc.). Each Level 2 sub-criterion weighting is shown next to the Level 2 sub-criterion.

**Worked Example**

The quality scores awarded for ‘Bidder 1’ for this example procurement process are detailed in Figure 3 below:

**Figure 3 Example Bidder 1 Quality Score**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Level 2 – Sub-Criteria** | **Level 2 – Sub-Criteria Weighting** | **Consensus Score Awarded** | **Score Calculation** | **Score Awarded** |
| Method Statement 1 | 20% | 3 | (3/10) x 20 | 6.00 |
| Method Statement 2 | 10% | 8 | (5/10) x 10 | 5.00 |
| Method Statement 3 | 10% | 4 | (4/10) x 10 | 4.00 |
| Method Statement 4 | 15% | 4 | (4/10) x 15 | 6.00 |
| Method Statement 5 | 5% | 2 | (2/10) x 5 | 1.00 |
|  | | **Total Weighted Quality Score for Bidder 1** | | **22.00** |

For each Method Statement, the consensus score awarded (which will range from 0-10) will be divided by 10 and then multiplied by the Level 2 sub-criteria weighting to arrive at the score awarded. Each of the scores awarded is then added together to calculate the Bidder’s total weighted Quality score.

For example, for Method Statement 1, Bidder 1’s consensus score awarded was ‘3’. 3 is divided by 10 (3/10) and then multiplied by the Level 2 sub-criteria weighting for Method Statement 1, which is 20, to arrive at the score awarded for Method Statement 1. (3/10) x 20 = 6.

This process is repeated for Method Statements 2 through 6 and then the five scores awarded to Bidder 1 are added together to produce Bidder 1’s total quality score. In this example, Bidder 1 has achieved a total weighted Quality score of 22 out of a maximum possible score of 60.

Presentation / Interview

* 1. The presentation/interview has a weighting of 5%. The criteria are included in **Appendix 5: Award Criteria.** Tables 1 and 2 and the specific questions or scenarios detailed in **Appendix 6: Method Statements**.

Price Evaluation

* 1. Price will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out in **Appendix 7: Financial Submissions**.
  2. The price evaluation will be scored as follows: The maximum marks available for this part of the Tender will be 30% and will be awarded to the lowest price submitted by the Tenderer. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest value. The lowest price submitted by the Tenderer will be used for this evaluation. The calculation used is as follows; Score = lowest price x 30 % (Maximum available marks) divided by tender price. For example, if three Tenders are received and Tenderer A has quoted £3,000 as their total value, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 30 % (Maximum available marks) = 30 %

Tenderer B Score = £3000/£5000 x 30 % (Maximum available marks) = 18%

Tenderer C Score = £3000/£6000 x 30 % (Maximum available marks) = 15 %

**Final Evaluation Score**

* 1. The final overall quality + price score for each Bidder is obtained by adding the final weighted quality score for that Bidder to the final weighted price score for that Bidder to give an overall combined quality + price score out of 100.

**Example:** For Bidder 1 the final weighted quality score is 22 and the final weighted price score is 25. This gives an overall quality + price score of 45.

* 1. Each Bidder’s overall quality + price score will be compared with the other Bidders’ overall quality + price scores to identify the successful Bid(s).

1. BID CHECKLIST
   1. Bidders should ensure that they have fully read this ITT and each of the Appendices to the ITT (including the Specification and the Contract) before commencing the completion of their Bids.
   2. The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids. The checklist is for Bidders purposes only and not to be returned with the Bid.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Document title** | **Document location**  **(if not contained in this ITT)** | **Action** | **Complete** |
|  | ITT |  | Read |  |
|  | ITT front sheet only |  | **Complete name and submit with Bid** |  |
|  | Volume A: Conditions of Contract |  | Read |  |
|  | Volume B: Specification |  | Read |  |
|  | Appendix 1: Certificates |  | **Read, sign and submit** |  |
|  | Appendix 2: Contractual Undertaking |  | **Read, sign and submit** |  |
|  | Appendix 3: SQ Explanatory Document |  | Read |  |
|  | Appendix 4: SQ |  | **Read, complete, sign and submit** |  |
|  | Appendix 5: Award Criteria |  | Read |  |
|  | Appendix 6: Method Statement |  | **Read, complete and submit** |  |
|  | Appendix 7: Financial Submissions |  | **Read, complete, sign and submit** |  |
|  | Evaluation of Social Value Requirement – Information for Bidders |  | Read |  |
|  | Social Value Portal User Guide |  | Read |  |
|  | Submitting a Good Social Value Bid |  | Read |  |

Volume A: Conditions of Contract

See separate document “Volume A: Conditions of Contract”

Volume B: Specification

See separate document “Volume B: Specification”

: Certificates

**BID FOR THE PRODUCTION OF 2-STAGE MASTERPLAN FOR THE COMPREHENSIVE EMPLOYMENT-LED REDEVELOPMENT OF LEA BRIDGE GATEWAY SIL**

**CERTIFICATE OF NON-COLLUSION**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To London Borough of Waltham Forest (“the Authority”)

The essence of the public procurement process is that the Authority shall receive bona fide competitive Bids from all Bidders. In recognition of this principle I/We certify that this is a bona fide Bid, intended to be competitive and that I/we have not fixed or adjusted the amount of the Bid or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Bid (other than in confidence in order to obtain quotations necessary for the preparation of the Bid);

b) enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any Bid to be submitted;

c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other Bid or the proposed Bid; or

d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

e) 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;

f) 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

g) directly or indirectly canvas any member or officer of the Authority concerning the acceptance of the Bid 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 Bid submitted or details relating to any organisation who has submitted a Bid.

In this Certificate:

• the word “person” includes any person, body or association, corporate or incorporate

• the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

• the word “Bid” includes all Bid submissions

1 SIGNED ......................................................................................

POSITION ......................................................................................

2 SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of ..............................................................................................

Date ........................................................................................................

**BID FOR THE PRODUCTION OF 2-STAGE MASTERPLAN FOR THE COMPREHENSIVE EMPLOYMENT-LED REDEVELOPMENT OF LEA BRIDGE GATEWAY SIL**

**CERTIFICATE OF NON-CANVASSING**

***In the case of a Consortium, each Consortium Member must complete and return this Certificate.***

To London Borough of Waltham Forest (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the Contract for The Procurement or any other proposed contract for the Production of a 2-stage masterplan for the comprehensive employment-led redevelopment of Lea Bridge Gateway SIL.

• canvassed any member, employee, agent of the Authority

• undertaken to unduly influence the decision-making process of the Authority

• undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the Contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

1 SIGNED ......................................................................................

POSITION ......................................................................................

2 SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of ..............................................................................................

Date ........................................................................................................

: Contractual Undertaking

**BID FOR THE PRODUCTION OF 2-STAGE MASTERPLAN FOR THE COMPREHENSIVE EMPLOYMENT-LED REDEVELOPMENT OF LEA BRIDGE GATEWAY SIL**

**CONTRACTUAL UNDERTAKING**

**To London Borough of Waltham Forest ("the Authority")**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my / our Bid either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such specifications (if any), as are contained or incorporated in the Authority's ITT. I / We agree and declare that the acceptance of this Bid by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We, if requested by the Authority, will enter into a further agreement for the due performance of the Contract.

\*Signed: ...................................................………............ Date: ........................................................

Name: (in block capitals): .......................………….................................................................................................

In the capacity of: ................................................. on behalf of: ...............…………..........................

(State official position, i.e. Director, Manager, Secretary etc.).

Company Name and postal address:........................................................…………................................

....................................................................................................................………...............

Telephone No: ....................................…......……........

Fax No:.............................…..............................

E-mail

\*Company Registration Number and legal form:……………………………………….

\*(It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed).

: SQ Explanatory Document

PART 1: INTRODUCTION AND OVERVIEW

Introduction

* + - 1. This SQ Explanatory Document (Appendix 3: SQ Explanatory Document), is intended to accompany the Selection Questionnaire (“SQ”) (Appendix 4: SQ). This SQ Explanatory Document provides information about the selection stage process and evaluation.
      2. The SQ is a separate document which sets out the form of questionnaire that Bidders must complete and submit to the Authority as part of their Bids. Bidders are advised to read this SQ Explanatory Document before completing and submitting their SQ response.

Overview of the document and procurement process

* + - 1. The SQ includes a questionnaire that asks for financial and technical information from you. The financial information which we are asking you to provide allows the Authority to be satisfied that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows the Authority to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet the Authority's needs.
      2. The Authority intends to review the SQ responses provided by Bidders and evaluate those responses using the selection stage criteria and weightings and following the methodology explained below.
      3. The Authority reserves the right to deselect a Bidder prior to any award of contract, based on an assessment of the updated information. The Authority (acting reasonably) reserves the right not to permit changes to consortium members that play a significant role in delivering key contract requirements.
      4. Bidders should note that for all questions where you are self-certifying that you meet the requirements specified you will be required to provide evidence of this information certified where stated within the SQ and / or latterly if successful in being awarded the Contract. You should also be aware that failure to provide the required evidence when requested may result in any award of the Contract being withdrawn.

Selection Evaluation Matrix

* + - 1. In completing their SQ submissions, Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating SQ submissions, except as set out in paragraph 1.8 below, the Authority will only consider information provided in response to the SQ (which may include customer references sought regarding the contracts included in Section 6 responses of the SQ).
      2. Notwithstanding paragraph 1.7 above, the Authority may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's SQ submission is false, misleading or inaccurate.
      3. The Authority will consider the information in Parts 1 and 2 of the SQ submission. The Authority will exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 2 of the SQ and may exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 3 of the SQ. The decision to exclude Bidders in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by Bidders demonstrating the reliability of the Bidder despite the existence of a relevant exclusion ground and the Authority considering such evidence to be sufficient.
      4. The Authority will then assess SQ submission responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria is set out in the Pass/Fail Criteria matrix below:
      5. All Bidders should be aware of the Authority’s discretion to exclude from the process any organisation who fails the discretionary grounds for exclusion contained in Part 2 (Exclusion Grounds) of this SQ.

| **Pass/Fail Criteria Matrix** | | | |
| --- | --- | --- | --- |
| **Level 1 Criteria** | **Level 2 Criteria Question No.** | **Level 2 Criteria** | **Available Scores** |
| Section 4 - Economic and Financial Standing |  |  |  |
|  | 4.1 | Suitable Trading Limit | Pass/Fail |
|  | 4.2 | Net profit margin | Pass/ Fail |
| Section 5 – Wider Group |  |  | Pass/Fail |
| Section 6 - Technical and Professional Ability |  |  | Pass/Fail |
| Section 7 – Modern Slavery |  |  | Pass/Fail |
| Section 8 - Additional Questions |  |  |  |
|  | 8.1 | Insurance | Pass/Fail |

**Evaluation Methodology**

* + - 1. The evaluation methodology for each section of the SQ is set out below.

Economic and Financial Standing Evaluation Methodology (SQ Section 4)

* + - 1. The financial information requested and submitted in response to **Question 4.1** (Economic and Financial Standing) of the SQ will be evaluated and assessed by the Authority in the following way:

Bidders are advised that the Authority carries out financial appraisals of all organisations that Tender for the Authority’s contracts to ensure that such organisations satisfy the Authority's minimum standards of economic and financial standing. Details of the financial appraisal the Authority will conduct are contained in Part 3 Section 4 of the SQ and in Appendix 2. In this instance the Authority has set the following financial thresholds for this Contract:

* A minimum of £600,000 annual turnover in each of the last 2 years

A positive Net Profit Ratio over the last 2 yearsIf a Bidder fails to satisfy these minimum requirements but still achieves a pass for the remainder of the SQ the Authority may discuss this with the Bidder at a clarification interview. However, the Authority retains discretion to exclude any Bidder if they fail to meet this standard.

Methodology for Section 5 of the SQ – Wider Group

* + - 1. Where a Bidder relies on the capacity of other entities with regard to criteria relating to the assessment of economic and financial standing, the Authority reserves the right to require the Bidder and those entities to be jointly liable for the execution of the Contract.
      2. The responses to **Questions 5.1 to 5.3** of the SQ will be evaluated and assessed by the Authority in the following way:
* The Parent Company shall be required to fully meet the economic and financial standing methodology detailed in section 1.13 above.
* A Parent Company Guarantee will at the discretion of the Lead Authority only be required should the subsidiary company submitting the application fails the financial assessment as detailed in Section 1.13.

Methodology for SQ Section 6 - Technical and Professional Ability

* + - 1. The responses to **Questions 6.1 to 6.3** of the SQ will be evaluated and assessed by the Authority in the following way:

This question shall be evaluated on the basis of Pass/Fail. Each question will be scored out of 10 and any score of 3 or above shall be deemed to be a Pass and any score below 3 shall be deemed a fail. See scoring scale at paragraph 6.11 for further detail. The scores shall be determined in accordance with the scoring principles contained in the table in the Selection Questionnaire Instructions.

Methodology for SQ Section 7 - Modern Slavery Act 2015

* + - 1. The responses to **Questions 7.1 and 7.2** of the SQ will be evaluated and assessed by the Authority in the following way:
* Assess if the organisation is a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")
* If the response to the above point is yes then an assessment is made to ensure the organisation operates in compliance with the Modern Slavery Act 2015 (“the Act”)

Methodology for Additional Questions (SQ Section 8)

* + - 1. The responses to **Questions 8.1** of the SQ will be evaluated and assessed by the Authority in the following way:
  + Evidence that Employer’s (Compulsory) Liability Insurance = £5 million
  + Evidence that Public Liability Insurance = £5 million
  + Evidence that Professional Indemnity = £5 million

: SQ

**SELECTION QUESTIONNAIRE  
Where an OJEU notice is used as a call for competition: Open  
Regulations 57 - 65 Public Contracts Regulations 2015**

**LONDON BOROUGH OF WALTHAM FOREST**

****

**SELECTION QUESTIONNAIRE**

**OJEU Reference [Insert if applicable or Delete]  
  
Production of a 2-stage masterplan for the comprehensive employment-led redevelopment of Lea Bridge Gateway SIL**

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

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

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

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

When completed, this form is to be submitted via the Procurement Portal along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The SQ Explanatory Document at Appendix 3 provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

**Consequences of misrepresentation**

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

**THE PRODUCTION OF 2-STAGE MASTERPLAN FOR THE COMPREHENSIVE EMPLOYMENT-LED REDEVELOPMENT OF LEA BRIDGE GATEWAY SIL**

**[INSERT REFERENCE NUMBER]**

**OPEN PROCEDURE**

**Introduction**

Before completing this Selection Questionnaire (SQ), please carefully review the accompanying ITT and in particular the SQ Explanatory Document (Appendix 3: SQ Explanatory Document).

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this Procurement Process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard SQ, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact must notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection criteria must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[2]](#footnote-2).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you must complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

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

**Part 1: Potential supplier Information**

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

|  |  |  |
| --- | --- | --- |
| Section 1 | Potential supplier information | |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[3]](#footnote-3)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[4]](#footnote-4)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[5]](#footnote-5)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

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

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Bidding model | |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| Section 1 | Contact details and declaration | |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**

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

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

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

|  |  |  |
| --- | --- | --- |
| Section 3 | Grounds for discretionary exclusion | |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes  No  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes  No  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes  No  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes  No  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2 |

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

**Part 3: Selection Questions**[[6]](#footnote-6)

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | | |
|  | Question | Response | |
| **4.1** | Please provide a copy of your audited accounts for the last two years. If you have provided this as part of your SQ submission, please answer ‘Y’.  If you are not able to provide a copy of your audited accounts, please answer ‘N’ and indicate which of the following you have provided to demonstrate your economic/financial standing: | | Yes  No |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | Yes  No |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes  No |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | Yes  No |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria in the **SQ Explanatory Document**, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | Yes  No |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:** | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes  No |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes  No |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes  No |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability** |
| **6.1** | **Relevant experience and contract examples**  Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Name and description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes  N/A |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes  Please provide the relevant url  No  Please provide an explanation |

**8. Additional Questions**

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

|  |  |  |
| --- | --- | --- |
| **Section 8** | **Additional Questions** |  |
| **8.1** | **Insurance** |  |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N  Employer’s (Compulsory) Liability Insurance = £5,000,000  Public Liability Insurance = £5,000,000  Professional Indemnity Insurance = £5,000,000  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes  No |

**Mandatory Exclusion Grounds**

**Public Contract Regulations 2015 R57(1), (2) and (3)**

**Public Contract Directives 2014/24/EU Article 57(1)**

**Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

● section 1 or 1A of the Criminal Law Act 1977 or

● article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

**Corruption**

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

**Fraud**

Any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

● the common law offence of cheating the Revenue;

● the common law offence of conspiracy to defraud;

● fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

● fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

● fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

● an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

● destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

● fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;

● the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

**Terrorist offences or offences linked to terrorist activities**

Any offence:

● listed in section 41 of the Counter Terrorism Act 2008;

● listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;

● under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

**Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

**Child labour and other forms of trafficking human beings**

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

**Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

● HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or

● a tax Lead Authorityin a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;

● a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

**Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

**Discretionary Exclusion Grounds**

**Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

● Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.

● In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

● In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).

● Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;

● Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;

● Where the organisation has been in breach of the National Minimum Wage Act 1998.

**Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

**Grave professional misconduct**

Guilty of grave professional misconduct

**Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

**Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

**Been involved in the preparation of the procurement procedure.**

**Prior performance issues**

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

**Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting Lead Authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

**Additional Exclusion Grounds**

**Breach of obligations relating to the payment of taxes or social security**

**contributions.**

**ANNEX X Extract from Public Procurement Directive 2014/24/EU**

**LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS**

**REFERRED TO IN ARTICLE 18(2) —**

● ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;

● ILO Convention 98 on the Right to Organise and Collective Bargaining;

● ILO Convention 29 on Forced Labour;

● ILO Convention 105 on the Abolition of Forced Labour;

● ILO Convention 138 on Minimum Age;

● ILO Convention 111 on Discrimination (Employment and Occupation);

● ILO Convention 100 on Equal Remuneration;

● ILO Convention 182 on Worst Forms of Child Labour;

● Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;

● Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);

● Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)

● Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

**Consequences of misrepresentation**

A serious misrepresentation which induces a contracting Lead Authorityto enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

● The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;

● The contracting Lead Authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.

● If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).

● If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

APPENDIX 5: AWARD CRITERIA

**Table 1: Evaluation Criteria and Weightings**

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| --- | --- | --- |
|  | **Criteria** | **Weighting for Bid Evaluation** |
| A | QUALITY | 70% |
| B | PRICE | 30% |
| **TOTAL** |  | **100%** |

**Table 2: Detailed Criteria and Weightings**

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Criteria Weighting** | **Sub-Criteria** | **Sub-Criteria Weighting** |
| **QUALITY** | **70%** | Q.A1 Approach | 15% |
| Q.A2 Masterplan Track Record/Lessons learned | 15% |
| Q.A3 Stakeholder Management | 5% |
| Q.A4 Delivery Team | 10% |
| Q.A5 Programme | 10% |
| Q.A6 Social Value | 10% |
| Q.A7 Presentation/Interview | 5% |
| **PRICE** | **30%** | Q.B2 Fixed Price Fee | 30% |

APPENDIX 6: METHOD STATEMENTS

**Method Statements BIDDERS ARE REQUIRED TO ANSWER**

**The responses to the Method Statements in this Appendix along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in 3: Award Criteria and familiarise yourself with this before completing this Appendix.**

|  |
| --- |
| **Criteria A – Quality** |
| **A1 Approach** – **Maximum Score 10 Weighting 15%** |
| Describe your understanding of the key requirements of this commission and your proposed approach for delivering the requirements as detailed in the specification. |
| Maximum page limit = 6 sides of A4 minimum font size 10 point |

|  |
| --- |
| **Criteria A – Quality** |
| **A2 Masterplan Track Record** - **Maximum Score 10 Weighting 15%** |
| Describe the lessons your organisation has learned from experience of working on comparable masterplans, with industrial intensification elements, that you would apply to this commission |
| Maximum page limit = 12 sides of A4 minimum font size 10 point |

|  |
| --- |
| **Criteria A – Quality** |
| **A3 Stakeholder Management -** **Maximum Score 10 Weighting 5%** | |
| Detail and evidence how you will effectively manage a range of stakeholders with differing (and possibly conflicting) interests over the length of the commission, to ensure that clear outcomes are achieved. | |
| Maximum page limit = 6 sides A4 minimum font size 10 point |

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| --- |
| **Criteria A – Quality** |
| **A4 Delivery Team -** **Maximum Score 10 Weighting 10%** |
| Set out the details of the personnel in their proposed delivery team with their respective relevant skills and experience for this commission. Where a consortium of organisations are bidding, this should set out when and where the organisations have previously worked together. |
| Maximum page limit = 8 sides of A4 minimum font size 10 point |

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| **Criteria A – Quality** |
| **A5 Programme** - **Maximum Score 10 Weighting 10%** |
| Provide a separate programme and commentary for each Stage of the Masterplan) showing the timescales for all the operations required to deliver the respective requirements. These should each include a Gantt Chart with a critical path and dependencies, including any dependencies on the Authority, and a Key Risks Register relating to the delivery of the programme to timetable. |
| Maximum page limit = 3 sides of A4 minimum font size 10 point (Stage 1); Maximum page limit = 6 sides of A4 minimum font size 10 point (Stage 2) **plus** a GANTT chart and Key Risks Register for each stage |

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| **Criteria A – Quality** |
| **A6 Social Value -** **Maximum Score 10 Weighting 10%** |
| Submit the social value element of your bid through the Social Value Portal. Further guidance on how to do this can be found in the ‘Evaluation of Social Value Requirement – Information for Bidders’ and ‘Social Value Portal User Guidance’ documents provided with this ITT. |
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| **Criteria A – Quality** |
| **A7 Presentation/Interview -** **Maximum Score 10 Weighting 5%** |
| Bidders are required to make a 15 minutes presentation on a specific aspect of the stage 1 masterplan requirements which will be notified to those Bidders invited for interview at least 5 working days before the interview date. The interview will consist of a number of questions related to the presentation and the Bid submitted. |
|  |

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| **Criteria B – Price** |
| **B1 Fixed Price Fee -** **Weighting 30%** |
| Bidders are required to submit a lump sum fee to deliver the requirement and outputs identified in the commission specification, including details of hourly fee rates for all team members. Bidders are required to complete a pricing schedule setting out the day rates and day allocation for members of the Delivery Team for Stage 1 and Stage 2 and for each part of the work within each stage,  The fee must include all disbursements, including draft and final documentation and presentation material for consultation. |
|  |

**APPENDIX 7: FINANCIAL STATEMENTS**

The following describes the method of assessment of the financial accounts / business plan or budget provided as part of Part 3 Section 4 of the Selection Questionnaire that will take place; the weightings allocated; and the scoring mechanism being used for each criterion.

In order to carry out the calculation of the key financial ratios listed, detailed accounts must be provided. Abbreviated accounts which do not provide the relevant data will not be accepted.

The information will be used to calculate the following:

• Suitable Trading Level (STL)

•

• Net Profit Margin Ratio

The accounts or other financial information referred to above will be used to award a score on the basis of the following table.

The Lead Authority shall only evaluate tenders submitted by those organisations whose annual turnover is £600,000 or above and which have a posiitve Net Proft Margin. Any potential suppliers who do not achieve this score, but still achieve a pass on their quality aspect, can expect to be questioned on their company accounts at a clarification interview. The Lead Authority may exclude any potential suppliers who fail to meet this standard.

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Assessment Used | Score | Scoring Mechanism |
| a) | Suitable Trading Level (STL) | Pass/Fail | ATrganisations whose annual turnover is £600,000 or above will achieve a Pass. This level must have been achieved in each of the previous 2 years of trading. |
| b) | Net Profit Margin  (profit before tax / turnover) x 100% | Pass/Fail | Those organisations achieveing a psoitive net profit margin in ecah fo the two previous years will achieve a Pass The lead Authority shall only evalua.te tenders |

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)
2. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-2)
3. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-3)
4. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-4)
5. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)