Homes England

Invitation to Tender

Security Services Framework

Lot 1 – Security Services Geographical Area 1

Lot 2 – Security Services Geographical Area 2

Lot 3 – Security Services Geographical Area 3

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Invitation to Tender

Part A – Guidance and Instructions

This section provides information on the required Services Framework.

Suppliers are required to READ THIS SECTION carefully to understand requirements

**THIS SECTION DOES NOT NEED TO BE RETURNED WITH YOUR SUBMISSION.**



# 1. Introduction and Background

## 1.1 Introduction

This document has been issued by Homes England in connection with a competitive procurement procedure. Homes England means Homes England (the name adopted by the Homes and Communities Agency), or anyone acting on behalf of Homes England that is seeking to invite suitable Suppliers to participate in this procurement process.

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

Homes England

We’re the government’s housing accelerator. We have the appetite, influence, expertise and resources to drive positive market change. By releasing more land to developers who want to make a difference, we’re making possible the new homes England needs, helping to improve neighbourhoods and grow communities. So we welcome partners who share our ambition to challenge traditional norms and build better homes faster. Join us in breaking new ground to make this happen.

For more information visit [www.gov.uk/homes-england](http://www.gov.uk/homes-england)

## 1.2 Framework Background

Prior to marketing and disposal, Homes England holds and manages surplus public land bringing with it duties of care for health and safety, trespass and other liabilities. Homes England addresses these risks by procuring Security Services including but not limited to manned guarding, reception security, mobile patrols, key holding, alarm response, CCTV and event-activated services at a range of sites across England.

Homes England’s land portfolio is varied, spread across a wide geography and includes former new town land, coalfield sites, assets inherited from the Regional Development Agencies (RDAs) and sites acquired from other public landowners, including the Ministry of Defence and the Department of Health. Our portfolio includes sites containing high risk features such as derelict and vacant property, sewage treatment plants, pumping station facilities and electricity substations.

Our current Security Services Framework expires in December 2020. Homes England is now looking to appoint Suppliers to a new Security Services Framework which will be live from 2021 to 2025. The Framework will be split into 3 geographical area lots.

Any organisation, or consortium, can apply to be a Supplier **if they can demonstrate delivery of the required services across the relevant geographical area lot**. Those considering submitting a Tender (either as an individual organisation or as a consortium) should look carefully at the range of services as set out in [Annex](#Annex3) 3 of this document.

The Framework will be split into three geographical area lots:

|  |  |  |
| --- | --- | --- |
| **Lots** | **Estimated Lot Value** | **Anticipated number of Lot Suppliers** |
| Lot 1 – Security Services Geographical Area 1 | £2m | 3 |
| Lot 2 – Security Services Geographical Area 2 | £3m | 4 |
| Lot 3 – Security Services Geographical Area 3 | £5m | 4 |

The same Supplier may be appointed to provide Services in one or more geographical area lots.

Geographical boundaries for appointment are as shown within Annex 5 Geographical Area Lots Map.

Suppliers may bid for one or more lots. Call-off contracts will be awarded using further competitions following the award of the Framework. Please refer to Schedule 7 of the Framework Agreement for full details of the further competition process. Appointment to the Framework will not provide a guaranteed level of call-off contracts for any particular Supplier.

The Framework commencement date is anticipated to be January 2021 and shall expire automatically in January 2025, unless it is otherwise terminated in accordance with the provisions of the Framework Agreement.

The overall value of the Framework is estimated to be £10m. Due to the changing nature of the Homes England’s national land portfolio, the value range of anticipated spend takes into consideration the potential for the portfolio of sites to reduce due to disposals or increase due to acquisitions. It is therefore, acknowledged that the services required under the Framework may expand or reduce throughout its duration.

An indication of the number of current sites per geographical area lot where security services are provided is given within the Table - Lot Information. Please note that this table is subject to change due to active disposals and acquisitions. Homes England accept no liability for security suppliers bidding under the Framework on the basis of the information provided below. The table is provided for information purposes only.

*Table: Lot Information*

Please Note: Information included within this table are based on current 2019/2020 data

|  |  |  |  |
| --- | --- | --- | --- |
|  | Number of Sites  (Estimate) | Security Services | |
| Manned | Mobile Patrol &CCTV |
| Lot 1 – Security Services Geographical Area 1 | 8 | 2 | 6 |
| Lot 2 - Security Services Geographical Area 2 | 12 | 3 | 9 |
| Lot 3 - Security Services Geographical Area 3 | 15 | 9 | 6 |

# 2 Procurement Process

This Tender is provided on the same basis to all Suppliers.

This Tender takes the form of a Single Stage Tender using the open procedure.

Part A of this Invitation to Tender includes information and guidance on the procurement. Part B of this Invitation to Tender needs to be completed by Suppliers and returned to Homes England as the Suppliers Invitation to Tender Submission.

The tender evaluation procedure is structured in four steps.

Step One is a compliance check. Information supplied will be checked for completeness and compliance with the instructions before responses are evaluated. Failure to provide the required information, make a satisfactory response to the question, or supply documentation referred to in responses, within the specified timescales, may mean that the Tender is not further evaluated.

Step Two is the evaluation of the Suitability Assessment submission (Form B2). If a Supplier fails any element of Form B2, then your Quality and Price submissions may not be evaluated.

Step Three is the evaluation of quality (Form B3) and price (Form B4) submissions which will be assessed concurrently. If during this evaluation stage it is found that either your Form B3 or Form B4 submissions are deemed a fail, the remaining assessment of your submission may not progress any further.

Step Four is the final verification of the information provided in Form B2 for the successful Supplier(s).

Section 14 Evaluation Criteria sets out the evaluation criteria and scoring methodology on which this tender exercise will be evaluated. Suppliers should refer to this information throughout the completion of Part B. The Framework will be awarded on the basis of the most economically advantageous tender.

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| Price | 80% |
| Quality | 20% |

Please note that Homes England does not bind themselves to accept any tender and no expense by a person submitting a tender will be paid for.

## 2.1 Procurement Queries

All requests for further information in respect of the contract must be sent using ProContract no later than 5 working days before the deadline shown on ProContract. Any queries submitted after this may not be answered. Approaches of any kind must not be made to any other person within, or associated with, Homes England.

Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and Homes England. Homes England will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and Homes England considers any clarification question to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded.

All responses received and any communication from Suppliers will be treated in confidence but will be subject to the above.

**Please note all communications during the tender period will be via the ProContract website all Suppliers that have registered their interest for the Procurement will receive a direct email notification from ProContract on any updates via the Suppliers registered email address. It is the Suppliers responsibility to check the ProContract website for any updates to the Procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.**

For all ProContract portal issues please contact [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com).

## 2.2 Submission of Tender

Please refer to the ProContract Portal Advert for the **Deadline for Tender Submission.**

The completed Tender **MUST** be returned using the ProContract Portal, no hard or paper copies will be accepted. Suppliers **MUST** ensure that suitable provision is made to ensure that the submission is made on time.

If you are bidding for **one** or **more Lot** you must complete one tender response for your whole bid which must be uploaded into the zip file of the first numerical Lot you are bidding for.

For each additional Lot tendered for please note the additional submission requirements indicated in Annex 4 Tender Summary Note.

## 2.3 Site Visits

We do not require site visits at this time but may arrange these at the further competition stage.

# 3 Instructions and Information

## 3.1 General Information

No information contained in this Tender or in any communication made between Homes England and any Supplier in connection with this Tender exercise, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Tender. Homes England reserves the right to cancel the process at any time.

Under no circumstances shall Homes England incur any liability in respect of this Tender or any supporting documentation. Homes England will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their response to this Tender.

Direct or indirect canvassing of any Ministers, Homes England or other public sector employee, or agent by any potential Supplier concerning this requirement, or any attempt to procure information from any of the above concerning this Tender may result in disqualification of the Supplier from consideration for this requirement.

Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender documents issued (or subsequently amended by Homes England) will be accepted for consideration. Homes England’s decision on whether or not a Tender is acceptable will be final.

The Supplier should check the tender documentation for obvious errors and missing information. Should any such errors or omissions be discovered the Supplier must send a message via the messaging function on ProContract. No alteration may be made to any of the documents attached thereto without the written authorisation of Homes England. If any alterations are made, or if these instructions are not fully complied with, the Tender may be rejected.

Please note the organisation named on Form B2 Section 1.1 must be the legal entity that will be the contracting party if the Supplier is successful.

Suppliers must answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Suppliers organisation, this must be indicated with an explanation.

All submissions must be in English.

Homes England expressly reserves the right to require Suppliers to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender.

## 3.2 Suitability Assessment

The Suitability Assessment has been designed to assess the suitability of a Supplier to deliver Homes England’s framework requirement(s).

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

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed using the Template for Appendices.

### 3.2.1 Verification of Information Provided

Whilst reserving the right to request information at any time throughout the procurement process, Homes England will enable the Supplier to self-certify that they meet specified requirements of the suitability assessment (Form B2). When requesting evidence that the Supplier can meet the specified requirements, Homes England will only obtain such evidence from the Preferred Supplier(s). Homes England reserves the right to corroborate the evidence provided against publicly available information.

This information will be required to be provided within 7 days of contacting the Preferred Supplier(s) and in any case prior to awarding the contract.

Failure to provide the information on time or failure to provide information which confirms suitability will result in the Supplier being ineligible for the award of the framework agreement.

### 3.2.2 Sub-contracting arrangements

Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the framework requirements, the sub-contracting arrangements template provided in Form B2 Section 1.2(b)-(ii) must be completed to provide details of the proposed bidding model, that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key framework deliverables each sub-contractor will be responsible for.

If you are bidding for more than one Lot and intend to use different sub-contractors you **may** submit a separate response to Form B2 question 1.2(b)(ii) for each Lot tendered for. If only one Form B2 1.2(b)(ii) submission is returned from a Supplier bidding for multiple Lots, Homes England will assume that the same sub-contractors will be used for all Lots. Please refer to the additional submission table for Multiple Lot submissions in Annex 4 Tender Summary Note.

Homes England recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Suppliers should be aware that where information provided to Homes England indicates that sub-contractors are to play a significant role in delivering key requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the framework requirements. Suppliers must, therefore, notify Homes England immediately of any change in the proposed sub-contractor arrangements. Homes England reserves the right to deselect the Supplier prior to any award of the framework, based on an assessment of the updated information.

### 3.2.3 Consortia arrangements

If the Supplier completing the Suitability Assessment is doing so as part of a proposed consortium, the following information must be provided;

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

Please note that Homes England may require the consortium to assume a specific legal form if appointed to the framework, to the extent that a specific legal form is deemed by Homes England as being necessary for the satisfactory performance of the framework.

**All** members of the consortium will be required to provide the information required in **all** sections of the Suitability Assessment as part of a single composite response to Homes England i.e. each member of the consortium is required to complete the form.

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

Homes England recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers must therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that Homes England must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the suitability criteria to the new information provided. Homes England reserves the right to deselect the Supplier prior to any award of the framework, based on an assessment of the updated information.

### 3.2.4 Confidentiality

When providing details of contracts in answering Section 6 of the Suitability Assessment (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

Homes England reserves the right to contact the named customer contact in Section 6 regarding the contracts included. The named customer contact does not owe Homes England any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

Homes England confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations 2015.

### 3.2.5 Grounds for Mandatory Exclusion

The following guidance relates to the Suitability Assessment Section 2 Grounds for Mandatory Exclusion. Please refer to Annex 1 for further information.

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

If you have answered ‘yes’ to question 2.3(a) on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details within Section 2.3(b). You may contact Homes England for advice.

Any Supplier that answers ‘yes’ to questions in Section 2 Grounds for Mandatory Exclusion and 2.3(a) Non Payment of taxes must refer to Section 3.2.7 Self-Cleaning.

### 3.2.6 Grounds for Discretionary Exclusion

The following guidance relates to the Suitability Assessment Section 3 Grounds for Discretionary Exclusion. Please refer to Annex 2 for further information.

Conflicts of interest

In accordance with Question 3.1(g), Homes England will exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Homes England, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by Homes England should not represent a conflict of interest for the Supplier.

Taking Account of Suppliers’ Past Performance

In accordance with question 3.1(i), Homes England may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). Homes England may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the Suitability Assessment. Homes England may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, Homes England may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier suitability, tender evaluation, framework award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Any Supplier that answers ‘yes’ to questions in Section 3 Grounds for Discretionary Exclusion must refer to Section 3.2.7 Self-Cleaning.

### 3.2.7 Self-cleaning

Any Supplier that answers ‘yes’ to questions in Section 2 Grounds for Mandatory Exclusion, 2.2(a) Non-payment of taxes and Section 3 Grounds for Discretionary Exclusion must provide sufficient evidence, as requested, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of Homes England in each case.

If such evidence is considered by Homes England (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

* Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities;
* Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by Homes England to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

### 3.2.8 Technical and Professional Ability

The following guidance relates to the Suitability Assessment Section 6 Technical and Professional Ability.

Please provide details of up to three contracts, in any combination from either the public or private sector (that may include Homes England), that are relevant to Homes England’s requirement as described in this Tender. Contracts for supplies or services must have been performed during the past three years.

Homes England reserves the right to request from the Supplier the contact name for the customer of the three contracts to enable Homes England to confirm the accuracy of the information provided.

Consortia bids must 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 will be created for this contract) then three separate examples must 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 must be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the contract requirements.

# 4 Scope of Services

Please refer to Annex 3 for the full Scope of Services for this framework.

# 5 The Framework Agreement & Administration

A digital copy of the Framework Agreement has been provided on ProContract titled Annex 6 Security Services Framework Agreement.

The submission of a Tender will denote the Suppliers acceptance of an undertaking to comply with the clauses contained in the Tender (including the Framework Agreement).

The Framework will be for a period of 4 years.

The Framework shall be administered by Homes England’s Development Team.

Please refer to the Framework Agreement for details of the further competition process.

Suppliers should note:

* The Framework may be terminated or suspended by Homes England by written notice whether the Framework Supplier is in default or not
* The Framework Agreement will be executed as a Deed.
* Appointment to the Framework does not guarantee that a Framework Supplier will be given any work. This work will depend on Homes England’s requirements over the duration of the Framework.

# 6 Quality

A form has been provided to respond to the Quality questions detailed in Part A Section 14. Form B3 (within Part B) must be **completed and returned** as part of the tender response.

# 7 Pricing

Three pricing schedules have been provided with this Tender:

* Form B4 Pricing Schedule Lot 1 Geographical Area 1
* Form B4 Pricing Schedule Lot 2 Geographical Area 2
* Form B4 Pricing Schedule Lot 3 Geographical Area 3

You must complete and return the appropriate pricing schedule(s) as part of your tender response.

Suppliers are required to bring forward the total Fixed price to the Form of Tender contained within Form(s) B5. Prices quoted shall be exclusive of VAT

No alteration may be made to the Pricing Schedule provided.

The Supplier warrants and undertakes that the price submitted for provision of the Service is an all-inclusive price which includes but is not exclusively limited to the following:

* Hourly Pay Rate;
* National Insurance;
* Pension Contributions;
* Holiday Pay;
* Training/Regulation Costs;
* Sick Pay;
* Bank Holidays;
* Leap Years;
* Legal, Best Practice and Policy compliance, including that associated with the Employer;
* Uniform;
* All equipment required to provide the Service including any maintenance, insurance, tax, licensing or other sundry costs;
* Consumables including but not limited to cleaning products, toilet tissues etc.;
* Administration;
* Management; travelling costs and
* Profits and Overheads

The Pricing Schedules describe the requirements of the Services, but all the Services implied thereby or necessary for the full and proper completion of the Service are to be performed by the Supplier in the best and most suitable manner. For the purposes of this tender please assume TUPE is not applicable.

It is possible that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) may apply to the Services required under this Framework. This will be established at further competition stage. It is the responsibility of incoming and outgoing Suppliers to address and resolve all matters in relation to TUPE (Refer to Framework Contract in relation to Supplier obligations) at their own cost.

8 Transparency

This procurement and award of this Framework Agreement and resulting Call Off Contracts are subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of Tender documentation issued by Homes England and the Contract between Homes England and Suppliers. Suppliers should highlight any areas they consider commercially sensitive in order for Homes England to be able to honour our transparency obligations without undermining the Suppliers commercial interests.

The contract value associated with the Framework Agreement and the name of the successful Suppliers may be published. The contract value associated with a Call Off Contract and the name of the associated successful Suppliers may also be published.

As part of the Governments Transparency Agenda, Homes England regularly makes available details of expenditure in excess of £250.00 by Supplier. Call Off Contracts above £250.00 will be included in these arrangements.

# 9 Freedom of Information

Suppliers are advised that Homes England is subject to the Freedom of Information Act 2000 ("The Act"). If a Supplier considers that any of the information provided as part of this procurement procedure should not be disclosed because of its commercial sensitivity, confidential or otherwise, they must, when providing this information, clearly identify the specific information they do not wish to be disclosed and clearly specify the reasons for its sensitivity. Homes England shall take such statements into consideration in the event that it receives a request pursuant to the Act which relates to the information provided by the interested party. Please note, it is insufficient to include a statement of confidentiality encompassing all the information provided in the response.

# 10 Bribery and Corruption

Homes England takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with Homes England. Please refer to our [Anti-bribery and Corruption Policy](https://www.gov.uk/government/publications/anti-bribery-and-corruption-policy) for further information.

# 11 Health and Safety

This section of the Suitability Assessment mirrors the PAS91:2013+A1:2017 qualification questionnaire.

As part of the procurement process, Homes England needs to be satisfied that you have systems in place for managing health and safety within your business. Suppliers are required to either answer one of three exemption questions (8.7(a)-(i) to 8.7(a)-(iii)) or complete the health and safety questionnaire – questions 8.7(b) to 8.7(k).

Question 8.7(a)-(ii) refers to the SSIP (Safety Schemes in Procurement). Further information on SSIP and details of assessment scheme members can be found on <http://www.ssip.org.uk/>.

If a Supplier is already registered and compliant with a SSIP approved scheme, then the requirements for your Suitability Assessment response will be reduced. The validity of SSIP membership will be checked and verified.

Although Homes England recognises any SSIP approved scheme, its preferred prequalification scheme is CHAS (Contractor Health and Safety Assessment Scheme). In order to register with CHAS and undergo an assessment you will need to visit the CHAS website <https://www.chas.co.uk/> and download the relevant application forms. For the avoidance of doubt details of equivalent membership schemes will need to be provided in English.

# 12 Environmental Policy Statement

Homes England’s [Safety, Health and Environmental (SHE) Policy Statement](https://www.gov.uk/government/publications/homes-england-environmental-policy-statement) confirms that we recognise and fully accept, our statutory and moral responsibility to provide the highest safety, health and the environmental standards to protect our employees, other people affected by our activities and the environment. We are committed to the prevention of injury and ill health; the avoidance of adverse impacts on soil, water, air and biodiversity; and the continual improvement of our safety, health and environmental performance. We expect our Suppliers and contractors to go beyond their statutory duties and work with us to achieve high standards of safety, health and environmental management in all that we do.

# 13 Privacy Notice

Homes England (the trading name adopted by the Homes and Communities Agency) is committed to protecting the privacy and security of your personal data. Details can be found on our [website](https://www.gov.uk/government/organisations/homes-england/about/personal-information-charter).

# 14 Evaluation Criteria

|  |  |  |  |
| --- | --- | --- | --- |
| **RELATING TO PART B, FORM B2 – SUITABILITY ASSESSMENT** | | | |
| **Section** | **Title** | **Assessment** | **Evaluation Guidance** |
| 1.1 | Supplier Details | Pass/Fail | **Pass**  All information provided  **Fail**  Major information requirements missing  NOTE If any part is left incomplete the section may be marked as a Fail. If the question is not applicable, please mark your response as “N/A”. |
| 1.2 | Bidding Model | Pass/Fail | **Pass**  All information provided  **Fail**  Major information requirements missing |
| 1.3 | Contact Details | Pass/Fail | **Pass**  All information provided  **Fail**  Major information requirements missing |

|  |  |  |  |
| --- | --- | --- | --- |
| 2.1 - 2.2 | Grounds for Mandatory Exclusion | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Question 2.1(a) answered ‘no’ to all offences, and  Question 2.1(b) and 2.2 answered ‘N/A’  **OR**  Question 2.1(a) answered ‘yes’, to one or more offences, and  Question 2.1(b) answered, and  Question 2.2 answered ‘yes’  **Fail**  Question 2.1(a) answered ‘yes’ to one or more offences, and  Question 2.1(b) unanswered  Question 2.2 unanswered  **OR**  Question 2.1(a) answered ‘yes’, to one or more offences, and  Question 2.1(b) answered, and  Question 2.2 answered ‘no’  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Question 2.2 answered ‘yes’ with explanation (if requested) which is to the satisfaction of Homes England  **Fail**  Question 2.2 answered ‘yes’ with explanation (if requested) which is not to the satisfaction of Homes England |
| 2.3 | Grounds for Mandatory Exclusion | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Question 2.3(a) answered ‘no’ , and  Question 2.3(b) answered ‘N/A’  **OR**  Question 2.3(a) answered ‘yes’, and  Question 2.3(b) answered  **Fail**  Question 2.3(a) answered ‘yes’, and  Question 2.3(b) unanswered  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Question 2.3(b) answered with explanation which is to the satisfaction of Homes England  **Fail**  Question 2.3(b) answered with explanation which is not to the satisfaction of Homes England |

|  |  |  |  |
| --- | --- | --- | --- |
| 3 | Grounds for Discretionary Exclusion | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Questions 3.1(a) to 3.1(j)-(iv) answered ‘no’, and  Question 3.2 answered N/A  **OR**  Questions 3.1(a) to 3.1(j)-(iv) one or more answered ‘yes’, and  Question 3.2 answered  **Fail**  Questions 3.1(a) to 3.1(j)-(iv) one or more answered ‘yes’, and  Question 3.2 unanswered  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Question 3.2 answered with explanation which is to the satisfaction of Homes England  **Fail**  Question 3.2 answered with explanation which is not to the satisfaction of Homes England |
| 4.1 | Demonstration of Economic and Financial Standing | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Questions 4.1 or (a), (b), (c) answered yes  **Fail**  Questions 4.1, (a), (b) or (c) answered no  **Verification of information provided by the preferred Supplier(s)**  **Pass**  All information/documentation including acceptable alternatives or equivalents provided  **Fail**  Major information requirements missing; or alternative information is incomplete, not suitable or out of date; or requests for alternative information including management accounts are unanswered |
| 4.2 | Level of Economic and Financial Standing | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Question 4.2 answered ‘yes’  **Fail**  Question 4.2 answered ‘no’  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Both   * current ratio2 must be greater than 1. * average turnover for the last two years (or equivalent value) is equal to or more than twice the suppliers share, of the annual value, of the combined lot value tendered for1 Please see tables below.   + E.g. Lot 1, total value of £2m / 4 year term / 3 suppliers x 2 = £333,333   **Fail**  Either average turnover for the last two years (or equivalent value) is less than required turnover defined in the tables below.   |  |  | | --- | --- | | Lot tendered for | Turnover required | | Lot 1 | £333,333 | | Lot 2 | £375,000 | | Lot 3 | £625,000 |   **Example** if tendering for multiple lots   |  |  | | --- | --- | | Lots tendered for | Turnover required | | Lot 1 and 2 | £708,333 | | Lot 2 and 3 | £1,000,000 | | Lot 1 and 3 | £958,333 | | All Lots | £2,291,666 |   1There may be a difference between the value tendered for and the value a preferred Supplier is successful for.  For example, a potential Supplier could bid for multiple lots but may not be successful for all the lots tendered for.  Furthermore, a potential Supplier who is interested in all lots but only has capacity and turnover to pass the test for one lot should flag this their tender submission.  Homes England reserves the right to use information relating to other contracts that suppliers have been awarded or are bidding for to ensure turnover meets the total requirements.  In the first instance Suppliers must self-certify on the basis of this contract only and indicate whether they have other contracts with Homes England which may be relevant at the verification stage.  In assessing this Homes England will seek to confirm the Suppliers own assessment of this to ensure accurate assessment of this test.  2Current ratio is calculated as Current Assets/Current Liabilities (please note that this ratio calculation excludes long term debtors from current assets and excludes related party debtors and creditors (with the exception of interest bearing related party debtors and creditors with fixed repayment dates)). |
| 4.3 | Self-certification | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Question 4.3 answered ‘yes’  **Fail**  Question 4.3 answered ‘no’  **Verification of information provided by the preferred Supplier(s)**  **Pass**  All information/documentation including acceptable alternatives or equivalents provided and the opinion of the auditors within the financial statements identifies no going concern issues and the level and nature of outstanding CCJs (either disclosed or obtainable from public registers) that can be funded from existing case reserves and an absence of administration or liquidation arrangements.  **Fail**  Major information requirements missing; or alternative information is incomplete, not suitable or out of date; or requests for alternative information including management accounts are unanswered and the opinion of the auditors within the financial statements identifies concerns over going concern; or the level and nature of outstanding CCJs (either disclosed or obtainable from public registers) indicates a risk over inability to fund CCJs from existing cash reserves; or the Supplier is currently the subject to any kind of administration or liquidation arrangements. |
| 5 | Group Information and Financial Guarantee | Pass/Fail | **Evaluation of self-certification response**  No evaluation at self-certification stage.  **Verification of information provided by the preferred Supplier(s)**  **Pass**  All information/documentation provided.  Where relevant Parent Company confirmed as willing to provide guarantee if necessary; details of where a guarantee may be obtained from elsewhere provided and reasoning is to the satisfaction of Homes England.  **Fail**  Major information requirements missing.  Parent Company confirmed as not willing to provide a guarantee. No details provided as to where a guarantee may be obtained from elsewhere or reasoning provided is not to the satisfaction of Homes England. |
| 6 | Technical and Professional Ability | Pass/Fail | **Pass**  Questions 6.1 and 6.2 complete **or** Question 6.3 complete in full with information which relates to the Scope of Services. See guidance at Section 3.2.8.  **Fail**  Questions 6.1 and 6.2 incomplete **or** Question 6.3 incomplete or information does not relate to the Scope of Services. See guidance at Section 3.2.8. |
| 7 | Requirement under Modern Slavery Act 2015 | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Question 7.1 answered ‘yes’ and 7.2 answered ‘yes’ with a web address provided  **OR**  Question 7.1 answered ‘yes’ and 7.2 ‘no’ with an explanation provided which is to the satisfaction of Homes England  **OR**  Question 7.1 answered ‘no’ (as not a relevant commercial organisation) and 7.2 answered ‘N/A’  **Fail**  Question 7.1 answered ‘yes’ and 7.2 answered ‘yes’ with no web address provided  **OR**  Question 7.1 answered ‘yes’ and 7.2 ‘no’ with no explanation provided  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Where the Act applies compliant annual reporting requirements have been established and evidenced; or where the Act does not apply this is reasonable.  **Fail**  Where the Act applies compliant annual reporting requirements has not been established or evidenced. |
| 8.1 | Insurance | Pass/Fail | **Minimum Requirements**  Employer’s Liability Insurance = 5m GBP  Public Liability Insurance = 5m GBP  **Evaluation of self-certification response**  **Pass**  Question 8.1 answered yes  **Fail**  Question 8.1 answered no  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Evidence to show that minimum requirements for insurance are in place, or evidenced assurance is provided to confirm that the insurance will be in place by the contract commencement date.  **Fail**  Requirements for insurance are not in place, and no evidenced assurance is provided to confirm that the insurance will be in place by the contract commencement date. |
| 8.2 | Skills and Apprentices | Not Applicable |  |
| 8.3 | Steel | Not Applicable |  |
| 8.4 | Suppliers’ Past Performance | Not Applicable |  |
| 8.5 | Equal opportunity, diversity and capability | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Questions 8.5(a),(b), (i) and (j)-(i-iii) answered ‘yes’, and  Questions 8.5(c) to (g) answered ‘no’ or ‘yes’ with explanation provided  **Fail**  Question 8.5(a) to (j) unanswered  **OR**  Questions 8.5(a),(b), (i) and (j)-(i-iii) answered ‘no’  **OR**  Questions 8.5(c) to (g) answered ‘yes’ with no explanation provided  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Where applicable evidence provided which is to the satisfaction of Homes England  **Fail**  Where applicable evidence provided which is not to the satisfaction of Homes England |
| 8.6 | Environmental Management | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Question 8.6(a) answered ‘yes’ and certificate provided  **OR**  Questions 8.6(b) to (f) answered ‘yes’  **Fail**  Question 8.6 (a) answered ‘yes’ but no certificate provided  **OR**  Questions 8.6 (b) to (f) answered ‘no’  **OR**  Questions 8.6 (b) to (f) failure to answer  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Where applicable evidence provided which is to the satisfaction of Homes England  **Fail**  Where applicable evidence provided which is not to the satisfaction of Homes England |
| 8.7 (a) | Health and Safety - Exemption | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Questions 8.7(a)-(i) answered ‘yes’  **OR**  Questions 8.7(a)-(ii) answered ‘yes’  **OR**  Questions 8.7(a)-(iii) answered ‘yes’  **Fail**  Questions 8.7(a)-(i-iii) unanswered in combination with a failure to answer Questions 8.7(b) to 8.7(k)  **OR**  Questions 8.7(a)-(i-iii) answered ‘no’ in combination with a failure to answer Questions 8.7(b) to 8.7(k)  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Questions 8.7(a)-(i-iii) evidence provided that is to the satisfaction of Homes England  **Fail**  Questions 8.7(a)-(i-iii) evidence provided that is not to the satisfaction of Homes England |

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| **Questions 8.7 (b) to 8.7 k) will only be evaluated if required** | | | |
| 8.7 (b) – (k) | Health and Safety – No exemption | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Questions 8.7 (b) – (k) answered ‘yes’ to all questions  **Fail**  Questions 8.7 (b) – (k) unanswered one or more  **OR**  Questions 8.7 (b) – (k) answered ‘no’ to one or more  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Questions 8.7 (b) – (k) evidence provided that is to the satisfaction of Homes England  **Fail**  Questions 8.7 (b) – (k) evidence provided that is not to the satisfaction of Homes England |
| 8.8 (a) | Asbestos Licence | Not Applicable |  |
| 8.8 (b) | HSE (or equivalent) warning letter | Not Applicable |  |
| 8.8 (c) | ARCA/ACAD Membership (or equivalent) | Not Applicable |  |
| 8.9 | The General Data Protection Regulation (GDPR) (and the Data Protection Act 2018) | Pass/Fail | **Evaluation of self-certification response**  **Pass**  Questions 8.9(a) - 8.9(e) answered ‘yes’, and  Question 8.9(f) answered ‘no’, and  Question 8.9(g) answered N/A  **OR**  Questions 8.9(a) -8.9(e) answered ‘yes’, and  Question 8.9(f) answered ‘yes’, and  Question 8.9(g) answered  **Fail**  Questions 8.9(a) – 8.9(e) – answered ‘no’ to one or more  **OR**  Questions 8.9(a)-8.9(e) – answered ‘yes’, and  Question 8.9(f) answered ‘yes’, and  Question 8.9(g) is unanswered  **Verification of information provided by the preferred Supplier(s)**  **Pass**  Question 8.9(g) answered with explanation which is to the satisfaction of Homes England  **Fail**  Question 8.9(g) answered with explanation which is not to the satisfaction of Homes England |

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| **RELATING TO PART B, FORM B3 – QUALITY** | |
| Quality will account for **20%** of the Overall Score.  The following scoring methodology will apply:  **5 – Excellent** Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the requirements. Response identifies factors that will offer potential added value, with evidence to support the response.  **4 – Good** Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.  **3 – Acceptable** Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the requirements.  **2 - Minor Reservations** Some minor reservations of the Supplier's understanding and proposed methodology, with limited evidence to support the response.  **Your submission will be deemed a fail if your unweighted score is a 0 or 1 for any one quality criteria question**  **1 - Major Reservations/Non-compliant** Major reservations of the Supplier's understanding and proposed methodology, with little or no evidence to support the response.  **0 - Unacceptable/Non-compliant** Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.  ***Please note:***  *Any text beyond the specified page limits below will be ignored and will not be evaluated.*  *Homes England will not cross-reference to other answers when assessing Form B3 responses.*  *Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.* |

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| **Number** | **Question** | **Response Requirements** | **Weighting** |
| 1 | **Question 1 Effective Resourcing**  What resources and capacity are you proposing to make available to deliver **Security Services** for Homes England?  **Maximum page limit 2 sides of A4, minimum Corbel 11 font size.**  **NOTE if you are tendering for more than one lot you must complete this question for each specific geographical area Lot.** | Your response must be relevant to the associated Scope of Services and **the specific geographical area Lot** for which you are tendering and include:   * Information on the resources and capacity you have available to deliver all services across the relevant **geographical area Lot** including: * Number and grade of staff; * Management structure you will put in place to support the delivery of the service including roles and responsibilities, qualifications and relevant experience of those individuals to deliver required services under this Framework; and * Intention to directly deliver (in house) or utilise sub-contractors and the process you have in place for management of sub-contractors where applicable to service delivery under this Framework; * Process you have in place to proactively manage staff resources to ensure availability of suitably qualified staff; including those associated with the screening and vetting of security personnel with particular consideration of BS7858; and * How you would achieve compliance with the Service Response and Resolution Times as stated within the Service Level Agreement for the specific geographical area Lot. | 4% |
| 2 | **Question 2 Effective Management**  What processes and procedures do you have in place to ensure effective management of your organisation?  **Maximum page limit 3 sides of A4, minimum Corbel 11 font size** | Your response should include:   * How you measure and improve your performance against key service and business indicators; * Processes and audit practices you have in place to ensure effective service delivery; * Processes you have in place to address any areas of improvement / non-conformances identified and implementation of these within the organisation. | 4% |
| 3 | **Question 3 Effective Client Relationships**  What processes and procedures do you have in place to ensure effective Client Relationships?  **Maximum page limit 3 sides of A4, minimum Corbel 11 font size** | Your response should include:   * Your approach to management of customer relationships, including how you effectively communicate with the Client considering requirements as outlined within Annex 3 Scope of Services, Section 2 The Service, paragraph 2.16 Maintenance and Preparation of Information; and Schedule 3 of the Framework Agreement Service Level Agreement * Approaches you take to protect the reputation of the Client Organisation, specifically organisations such as Homes England * How you ensure that the Client is receiving value for money, including professional advice you give to Client’s to ensure services are appropriate for requirements providing examples of where you have proactively increased value for money to a Client. | 4% |
| 4 | **Question 4 Suitably Trained, Developed and Cared for Staff**  What processes and procedures do you have in place to ensure that staff are suitably trained, developed and cared for to undertake their role?  **Maximum page limit 3 sides of A4, minimum Corbel 11 font size** | Your response should include:   * Process you have in place to manage people effectively, ensuring they have the necessary skills, training and competency to undertake their role; * Approaches you take to supporting your staff in the delivery of their role; * How you ensure the you meet all legal obligations when managing and employing staff; * Measures you take to ensure continual development and performance of staff working on Homes England Sites; and * How you recognise and reward staff for excellence. | 4% |
| 5 | **Question 5 Delivery of Services to Homes England Site**  With reference to the Pricing Schedules outline the approach you would take to delivery of the Service on a typical Homes England Site with specific reference to the requirements outlined under Annex 3 Scope of Services  **Maximum page limit 3 sides of A4, minimum Corbel 11 font size** | Your response should include:   * Mobile Patrol Service; * Manned Guarding Service; and * CCTV including event activated Services. | 4% |

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| **RELATING TO PART B, FORM B4 – PRICING SCHEDULE** |
| Price will account for **80%** of the Overall Score. The lowest price as submitted in Form B4 will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below. |

**Worked Example**

How your Quality score will be used to give a weighted score

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Supplier** | **Question** | **Score out of 5** | **Weighting** | **Weighting Multiplier** | **Weighted Score** |
| Supplier A | 1 | 3 | 4% | 0.8 | 2.4 |
| 2 | 4 | 4% | 0.8 | 3.2 |
| 3 | 3 | 4% | 0.8 | 2.4 |
| 4 | 5 | 4% | 0.8 | 4 |
| 5 | 4 | 4% | 0.8 | 3.2 |
| **Total** | | | | | **15.2** |
| Supplier B | 1 | 5 | 4% | 0.8 | 4 |
| 2 | 4 | 4% | 0.8 | 3.2 |
| 3 | 3 | 4% | 0.8 | 2.4 |
| 4 | 5 | 4% | 0.8 | 4 |
| 5 | 4 | 4% | 0.8 | 3.2 |
| **Total** | | | | | **16.8** |
| Supplier C | 1 | 5 | 4% | 0.8 | 4 |
| 2 | 1 | 4% | 0.8 | Fail |
| 3 | 3 | 4% | 0.8 | 2.4 |
| 4 | 2 | 4% | 0.8 | 1.6 |
| 5 | 2 | 4% | 0.8 | 1.6 |
| **Total** | | | | | **Fail** |

Worked example of how your price will be used to calculate a score

**Lot 1 – Security Services Geographical Area 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier** | **Tender Price from Form B4** | **Lowest price/Supplier’s price (as %)** | **Price Score (out of 80)** |
| Supplier A | £1.8m | £1.8m/£1.8m = 100% | 100%\*80 = 80 |
| Supplier B | £2.5m | £1.8m/£2.5m = 72% | 72%\*80 = 57.6 |
| Supplier C | Not applicable | Not applicable | Not applicable |

Worked example of Overall Score and Ranking

**Lot 1 – Security Services Geographical Area 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier** | **Total Quality Score** | **Price Score** | **Total Score** | **Ranked Position** |
| Supplier A | 15.2 | 80 | 95.2 | 1 |
| Supplier B | 16.8 | 57.6 | 74.4 | 2 |
| Supplier C | Fail | Not applicable | Not applicable | Fail |

Homes England intends to appoint 3 Suppliers to Lot 1, 4 Suppliers to Lot 2 and 4 Suppliers to Lot 3 to the Framework. However, where two or more Suppliers are ranked in 3rd (Lot 1) or 4th (Lot 2 or Lot 3) position as a consequence of achieving the same score (to two decimal places) those Suppliers will be successful.

If fewer Tenders than the numbers stated above for each Lot are received, or the Tenders received are considered a fail, then Homes England reserves the right to appoint fewer Suppliers to the relevant Lot.

# Annex 1: Mandatory Exclusion Grounds

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

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

Participation in a criminal organisation

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

Conspiracy within the meaning of

* section 1 or 1A of the Criminal Law Act 1977 or
* article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

* the common law offence of cheating the Revenue;
* the common law offence of conspiracy to defraud;
* fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
* fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
* fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
* an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
* destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
* fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
* the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

* listed in section 41 of the Counter Terrorism Act 2008;
* listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
* under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

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

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

Non-payment of tax and social security contributions

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

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

* HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
* a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
* a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

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

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

# Annex 2: 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 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, suitability or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

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

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

* ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
* ILO Convention 98 on the Right to Organise and Collective Bargaining;
* ILO Convention 29 on Forced Labour;
* ILO Convention 105 on the Abolition of Forced Labour;
* ILO Convention 138 on Minimum Age;
* ILO Convention 111 on Discrimination (Employment and Occupation);
* ILO Convention 100 on Equal Remuneration;
* ILO Convention 182 on Worst Forms of Child Labour;
* Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
* Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
* Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
* Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

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

* The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
* The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
* If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
* If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

# Annex 3: Scope of Services

The core objectives for the provision of security services under this Framework are:

* Achieve a consistent standard of security provision across the range of sites by adopting the Framework as a generic service specification to be supplemented by building or site-specific needs and variations where appropriate;
* Establish a performance-based specification to promote continuous improvements in security provision;
* Protect property, personnel and legitimate visitors to premises from injury, loss or damage;
* To allow Homes England to proactively and quickly manage site risk via high quality security Suppliers;
* Promote diligent provision of security services to deter activities of thieves, vandals and trespassers in or upon premises through an appropriate presence; and
* Protect and enhance the corporate image of Homes England.

**Initial Audit and Assignment Instructions**

* 1. Following an instruction by Homes England to provide the Service to any Site, the Supplier shall carry out a full operational audit and risk assessment of all existing security processes, systems and equipment, the findings and recommendations of which shall be issued to Homes England within fourteen days from the call-off contract starting date.
  2. Those responsible for reviewing and mitigating site risk should have the necessary qualifications and experience to do so and should be NEBOSH Level 3 (or equivalent) or be able to demonstrate a suitable level of experience of 10 years or more, in site risk assessment processes.
  3. The Supplier is required to advise Homes England, where he believes additional or alternative processes, systems and equipment are required to ensure that the Site remains secure at all times, or where security responsibilities are inappropriate. Any proposed improvements/alterations are subject to written approval from Homes England (with such approval not being unreasonably delayed). Homes England is relying on the professional expertise of its security Supplier in this regard.
  4. Following the completion of the operational audit and risk assessment and the agreement of such with Homes England (for which approval shall not be unreasonably delayed), the Supplier shall prepare full assignment instructions specific to the requirements of each Site within seven days from date of approval of the aforementioned operational audit and risk assessment. Generic assignment instructions will not be accepted. Assignment instructions and all supporting documentation shall be submitted to Homes England and/or their appointed Agent for approval. Site specific assignment instructions should include information on, but is not exclusively limited to:
* Site address, ideally including a map showing the Site in its wider context;
* A detailed plan of the Site, highlighting its boundary, areas covered by security and the key features affecting the duties of the security (e.g. key buildings/patrol routes);
* A general description of the Site clearly identifying any features/risks that security, visitors and Suppliers should be aware of in undertaking their duties or informing others actions/activities at the Site;
* Detail of security duties whilst on Site including details of Contract Manager and site based Security Operatives to be employed at a site - details of their SIA licences is required;
* Detail of manning requirements at the Site, and any specific duties of these Staff;
* Key health and safety and other information, specific to the duties and actions of security on Site.
* Arrangement for access to mobile phones. All of the Security Operatives and Contract Managers must have access to mobile phones;
* Response times;
* Escalation Processes; and
* Emergency Preparedness
  1. Site specific assignment instructions should be immediately implemented in full and provided to Homes England and/or their appointed Agent for record. The Supplier shall have a clear process of implementation and communication of these Assignment Instructions to all relevant Parties.
  2. Assignment instructions should be updated thereafter as necessary by the Supplier throughout the duration of the call-off contract, with all updates communicated to Homes England and/or their appointed Agent and all other relevant Parties.
  3. The Supplier, as part of the site specific assignment instructions, will provide Homes England and/or their appointed Agent with a Method Statement in relation to each of the tasks identified by the Supplier to deliver the required Services. Each statement shall identify as a minimum the following:
* Sequence of actions to be undertaken;
* Equipment and materials to be used;
* Safety precautions to be followed including authorisation/permit to work procedures; and
* Regard to response times and procedures for identifying and dealing with reactive security needs.

**2. The Services**

1. Homes England requires the Framework Supplier to undertake a range of security and related services which may include the following:

* Patrolling;
* Access Control Services;
* Security Systems & Equipment Selection and Monitoring;
* Visitor Services;
* Maintenance and Preparation of Management Information;
* Inspection and Testing of Specified Site (building and land) Equipment;
* Delivery Monitoring; and
* Special Requirements.

1. All staff providing security services to Homes England shall have a recognised security qualification as required to attain an SIA licence e.g. Level 2 Award in Security Guarding, this qualification along with a valid SIA licence must be maintained at all times throughout the duration of the Framework Agreement.
2. The Supplier should be aware that the majority of Sites requiring security services are vacant and often derelict properties where the primary Service requirement is for diligent patrolling, monitoring, response and subsequent reporting to Homes England and/or their appointed Agent. Further to this, as a result of the ‘closed’ nature of many of the Sites key duties are to ensure that access control services are suitably maintained, in particular locking and unlocking gates and/or buildings.

**Patrolling**

1. The Supplier is required to patrol the Sites including the inside and outside of any buildings as specified within the approved assignment instructions. These patrols may be undertaken by Site based manned guards or mobile patrols as stated within the Site Specific Pricing Schedules. The Supplier should ensure that they provide the Staff required to deliver the Service as detailed within the Site Specific Pricing Schedule and site specific assignment instructions at all times. The Supplier should ensure that they are able to quickly and effectively resource manning at a site should any Staff member be unable to undertake their duties.
2. Services should be delivered in accordance with legislation, British and industry standards and best practice including BS7499 Static Site Guarding and Mobile Patrol Services Code of Practice and BS7984 Keyholding Response Services Code of Practice.
3. It should be noted that a small number of Sites may require dog patrols, where this is required this will be detailed within the Site Specific Pricing Schedules. Specification for dog patrols will be subject to discussion with the Supplier for each individual site to determine how the dog patrols may best effect Homes England’s requirements. Once details are approved, these should be documented within the site specific assignment instructions.
4. Responsibilities during patrols shall include, as relevant:

* Ensuring that Sites are patrolled in accordance with the requirements of Homes England as detailed within the site specific assignment instructions, risk assessments and method statements;
* Maintaining daily logs, books and records as detailed within the assignment instructions for patrolling;
* Checking identity badges of Homes England’s staff, visitors, contractors and other suppliers (method to be approved by Homes England);
* Compliance with Homes England Site Access Procedures (Site Access Request Forms (SARF) and Site Rules);
* Identifying incidents;
* Responding to incidents including completing and submitting incident reports where required, flexibility in the attendance of security in response to incidents from mobile patrols is required;
* Checking that all access control doors, barriers or other systems are fully functional and reporting any failures;
* Checking that all specified First Aid equipment is in place, and hasn’t expired;
* Checking that all portable firefighting equipment is in place;
* Switching off lights and other specified electrical equipment at specified time;
* Notifying the relevant controller of any work which may impact or trigger alarm and/or other emergency systems; and
* Ancillary duties.

**Access Control Services**

1. The Supplier should observe that this Framework Agreement is generally for security to undertake Services on Sites wholly in occupation/ownership by Homes England. However, where the Site includes occupied/tenanted areas and/or buildings, access to these areas and/or buildings should be by prior agreement and at a mutually convenient time to the occupiers/tenants. Such access to or through the occupied/tenanted areas and/or buildings should be in accordance with the occupiers’/tenants’ own Health & Safety and Security guidelines. Any damage caused by the provider will be made good at the providers own expense.
2. The Supplier should also observe that Sites are in some instances accessed by the public on agreement of Homes England. Interaction will be required with members of the public at these Sites, where known this information has been detailed within the Site Specific Pricing Schedules.
3. The Supplier will be responsible for controlling access to the specified Sites. Specific responsibilities may include:

* Locking and unlocking Sites and/or buildings and parts of buildings at specified times;
* Arming and disarming alarms at specified times;
* Issue and collection of permanent and temporary access control passes to Homes England’s staff;
* Verification of identity of Homes England ‘s staff, visitor’s, contractors and suppliers;
* Compliance with Homes England Site Access Procedures (Site Access Request Forms (SARF) and Site Rules);
* Operation of security barriers, gates, doors etc.;
* Escorting suppliers, contractors and visitor’s within the Site and/or buildings where required;
* Monitoring the movement of specified equipment in and out of the Site;
* Ensuring security is maintained in the event of the failure of access control systems; and
* Visitor reception services.

**Security Systems & Equipment Selection and Monitoring**

1. The systems and equipment in place at the time of Tender may be altered, upgraded, enhanced, renewed or changed on the instruction of Homes England during the Framework period. Any such changes will be discussed with the provider, and delivery and cost implications of this will be submitted to Homes England for approval.
2. The Supplier will be responsible for monitoring and operating any security systems and equipment at the Sites (land or buildings). Responsibilities may include but are not limited to:

* Continuous CCTV monitoring;
* Monitoring the functionality of patrol systems such as diester or similar to ensure that the systems are providing the information requirements as specified by Homes England and detailed within the assignment instructions;
* Monitoring electronic access controls;
* Monitoring alarm panels (including fire and motion detectors);
* Operating door release systems;
* Operating car park barriers;
* Monitoring and operating gates and car park barriers;
* Monitoring smoke detection equipment;
* Operating cameras;
* Activating and deactivating intruder alarm systems;
* Changing video recorder tapes, CD’s and DVD’s;
* Production of temporary security passes; and
* Identifying system improvement opportunities.

1. Notwithstanding the initial operational audit and risk assessment as detailed in section 1, within one month of Commencement of any call-off contract the Supplier will be expected to have audited the functionality of the systems and to have identified and advised Homes England of any systems that do not meet appropriate performance standards and to have suggested methods in which the systems can be improved. Any proposed improvements/alterations are subject to Approval from Homes England (with such Approval not being unreasonably delayed).

**Visitor Services**

1. On a regular basis security operatives may be are required to interact with visitors, guests and employees of a range of organisations due to the nature of some Sites, e.g. shared access routes, mixed tenure buildings. Security operatives are required to conduct themselves in a professional manner when dealing with third parties, having due regard for the requirements, procedures and processes of Homes England, and their public image. They should be helpful and informative in regard to allowing authorised employees, visitors and guests to meet their requirements whilst on Site.
2. In some instances, visitor services may be more formalised with the requirement of reception services to a building or buildings on the Site, operated by uniformed Staff. This may also include the provision of reception services within the Offices of Homes England as well as on its Sites. The reception service should be carried out in an efficient and courteous manner, consistent with Homes England’s image. Operatives are to be smart, professional and attentive at all times whilst on duty. In particular there should be:

* No Smoking;
* No eating or chewing gum; and
* No grooming.

1. Reception responsibilities may include the following:

* Manning reception desks during specified hours;
* Ensuring that all service providers identities are checked, visitors booked in and provided with security passes;
* Advising on available visitors car parking or local car park locations;
* Informing Homes England or the occupiers promptly of the arrival of any visitors;
* Holding visitors in reception areas until host arrives;
* Direction of visitors to the correct location and general help point for ad-hoc enquiries;
* Ensuring visitors sign out on departure, collecting visitors passes on departure;
* Ensuring reception areas remain tidy, safe and secure;
* Informing Homes England of any required maintenance or Security and Reception tasks within that area;
* Receipt and logging of parcels where specified/or directing deliveries to appropriate entrance; and
* Ancillary office duties.

**Maintenance and Preparation of Information**

1. The Supplier will be responsible for preparing and maintaining management information for Homes England and/or their Appointed Agent. Responsibilities include:

* Recording all incidents using an incident report form or other format approved by Homes England;
* Maintaining all logs, books and records as specified within the Service Level Agreement or as specified within the Site Specific Pricing Schedule supplemented by the detail of the site specific assignment instructions to Homes England;
* Providing reports as detailed in the Service Level Agreement or as specified within the Site Specific Pricing Schedule supplemented by the detail of the site specific assignment instructions to Homes England and/or their appointed Agent; and
* Attending monthly meetings with Homes England and/or their Appointed Agent.

**Inspection and Testing of Specified Site Equipment (building/land)**

1. The Supplier will be responsible for inspecting where appropriate and testing specified equipment in accordance with best practice, including but not limited to:

* Fire alarms;
* Fire alarm beacons;
* Fire Extinguishers;
* PAT Testing of Electrical Equipment;
* Perimeter fence guard wires;
* Motion detector systems; and
* CCTV equipment.

**Delivery Monitoring**

1. The Supplier will monitor the arrival of supplies to the site and where necessary search the deliveries for suspect equipment and materials.

**CCTV and Event Activated Systems**

1. Homes England may when needed require Suppliers to deliver CCTV and Event Activated systems including but not exclusively limited to their installation, supervision, maintenance and remote monitoring of installed systems.
2. The appointed Supplier will be required to deliver the service exercising all the reasonable skill, care and diligence to be expected of a competent Supplier experienced in providing CCTV and Event Activated Services in accordance with all Legal and Statutory Requirements. All operatives must hold the necessary licences to install, operate and monitor CCTV systems.
3. Works should be completed in accordance with BSIA Planning, Design, Installation and Operation of CCTV Surveillance Systems, Code of Practice and Associated Guidance (included in Annex 12) and any subsequent amendments to this documentation.
4. Suppliers must comply with data protection code of practice for surveillance cameras and personal information (included in Annex 13) and any subsequent amendments or associated guidance produced by Information Commissioners Office (ICO).
5. The scope of systems required will be dependent on the site specific characteristics and Homes England requirements, but shall as a minimum consider the following to ensure that the installed system is fit for purpose and meets Homes England’s operational needs.

* The availability of power supply and phone lines on Site;
* The longevity of systems and the requirement for ongoing maintenance e.g. battery life of battery operated systems;
* The area coverage and distance detection capabilities of the system;
* Monitoring requirements e.g. 24 hour monitoring or event activated systems based on triggers e.g. movement;
* Complexities of the installation and consideration of the site restrictions e.g. Asbestos, minimal external and internal lighting, adverse conditions;
* Options to reduce incidences of false alarms;
* Purpose and use of images generated e.g. to provide footage to Police;
* Data Protection; and
* Obligations on Suppliers for monitoring of the system and responsibilities following activation including agreed response times.

**Special Requirements**

1. Homes England may request the provider to undertake additional security or other related or ancillary tasks to elements currently outside the scope of the Framework Agreement. Homes England recognises that costs associated with this work may involve an additional charge on top of the call-off contract price and any such costs will be agreed with Homes England prior to Start Date of the work on a per occasion basis.
2. Homes England operates a national call-centre for out of hour’s enquiries, whereby calls to Homes England’s operational number are diverted to the call-centre outside normal working hours and are handled in accordance with a documented escalation procedure. Homes England reserves the right to request call-off contracts for this Service via the Security Services Framework.

**3 Incidents and Emergency Procedures**

1. The most frequently occurring incidents likely to be encountered by security are the incidence of intruders/trespassers. Due to the nature of the Sites, they attract interest from a wide range of parties looking to gain access onto the Sites including criminals and urban explorers.
2. The Supplier is however, responsible for responding to the following types of incident, in the manner identified below and subject to any variations agreed within the relevant Site specific assignment instruction.

* Intruders/trespassers;
* Break in and robberies;
* Wilful damage to property;
* Suspicious activities;
* Alarm activation;
* Accidents;
* Flood;
* Fire including practice evacuations;
* Evacuations;
* Bomb and other threats;
* Suspect letters and packages;
* Plant and equipment breakdown;
* Escape of toxic, flammable, or other substances that are, or are perceived to be hazardous to health; and
* Power failure.

1. Homes England will require the provider to be fully aware of emergency procedures throughout Homes England’s Sites (land and building). A summary of each procedure is set out below, in addition key policy documents of Homes England which may inform the activities of security on-site are included within Annexes 7-11.

**Intruders/Trespassers**

1. The Supplier will be the first response for detecting and apprehending intruders/trespassers on Homes England’s Sites where safe to do so. Responsibilities will include:

* Ascertaining the identity of any intruder;
* Obtaining explanations for presence on the Site;
* Explaining the reasoning as to why access is prohibited and the risks of the Site;
* Escorting intruders/trespassers to the nearest exit where appropriate to do so;
* Notifying Police if the intruder is suspected of unlawful actions;
* Keeping a watchful guard on any intruders/trespassers found on site whilst waiting for the attendance of the Police; and
* Completing an incident report.

**Break-ins and Robberies**

1. The Suppliers responsibilities when finding evidence of break-ins or robberies will include:

* Notifying the Police;
* Advising Homes England and/or their appointed Agent; and
* Completing an incident report.

**Wilful Damage to Property**

1. The Supplier will be responsible for investigating wilful damage to property. Responsibilities will include:

* Investigating the extent of the damage;
* Completing a fully detailed incident report; and
* Informing Homes England and/or their appointed Agent.

**Suspicious Activities**

1. The Supplier will be responsible for responding to any activities of a suspicious nature. Responsibilities will include:

* Investigating – using CCTV where available;
* Apprehending if considered safe to do so;
* Advising Homes England and/or their appointed Agent;
* Notifying the Police; and
* Completing an incident report.

**Alarm Activations**

1. The Supplier will be responsible for responding to activated intruder and fire alarms. Responsibilities may include:

* Attending to alarm activations immediately;
* Thoroughly checking areas covered by the alarm systems;
* Completing an incident report; and
* Re-setting alarm in the event the alarm is found to be false.

**Accidents**

1. The Supplier’s responsibility with regard to all accidents occurring on Homes England’s Sites (building and land) involving injury to persons will include:

* Providing First Aid cover during normal working hours;
* Providing First Aid cover outside normal working hours;
* Contacting the emergency services when required and notifying Homes England and/or their appointed Agent;
* Completing an incident report;
* Advising Homes England’s designated Health and Safety officer; and
* Where the Supplier has authority to drive a Homes England vehicle his responsibility in the event of an accident will include, actioning Homes England’s vehicle accident procedures and reporting the accident to Homes England.

**Flood**

1. The Supplier will be responsible for responding in the event of flood on the Sites. Responsibilities will include:

* Turning off supply at the nearest available stopcock;
* Advising Homes England and/or their appointed Agent; and
* Completing an incident report.

**Fire Including Practice Evacuations**

1. The Supplier will be responsible for responding in the event of fire on the Sites. The Supplier’s responsibilities during normal working hours will include:

* Notifying the Fire Brigade except where contacted by Homes England’s Switchboard;
* Actioning Homes England’s fire instructions which may include undertaking practice evacuations, particularly in those buildings which are tenanted;
* Fighting small fires if trained and safe to do so;
* Ensuring clear access for the Fire Brigade;
* Meeting the Fire Brigade and other emergency services on arrival and providing them with all relevant information regarding missing persons, hazardous materials and other Site risks;
* Re-securing the premises after clearance by the Fire Brigade;
* Completing an incident report; and
* After normal working hours the Supplier will also be responsible for taking control of evacuations where applicable in the absence of Homes England’s fire Marshall’s or nominated representatives.

**Evacuations**

1. The Supplier’s responsibility in the event of a partial or total evacuation of any of Homes England’s Sites resulting from a serious emergency or practice evacuation will include controlling the evacuation if authorised to do so by the nominated Homes England representative in accordance with the emergency plan.

**Bomb Threats**

1. The Supplier’s responsibilities when receiving a telephoned bomb threat may include:

* Making full notes concerning the threat during the call;
* Advising Homes England and/or their appointed Agent;
* Notifying the Police;
* Action Homes England’s bomb threat procedures;
* Completing a Bomb Threat form; and
* Completing an incident report.

**Suspect Letters and Packages**

1. The Supplier may be responsible for identifying suspect letters and packages delivered to Homes England’s site and/or buildings. Once identified the Supplier’s responsibilities will include:

* Ensuring that all radio transmitting equipment in the vicinity is switched off;
* Informing Homes England and/or their appointed Agent;
* Notifying the Police;
* Evacuating the Site (land and buildings) as necessary in accordance with the agreed emergency plan; and
* Completing a fully detailed incident report.

**Plant and Equipment Breakdowns**

1. The Supplier’s responsibility after detecting plant and equipment breakdowns include:

* Action Homes England’s emergency instructions and escalation procedures;
* Reporting the breakdown to Homes England and/or their appointed Agent ; and
* Recording the incident and the action taken.

**Escape of Toxic, Flammable or other Substances**

1. The Supplier’s responsibility after noticing or being informed of the escape of toxic, inflammable or other substances include:

* Action Homes England’s emergency instructions; and
* Completing an incident report.

**Power Failure**

1. In the event of a power failure the Supplier’s responsibility will include:

* Informing Homes England and/or their appointed Agent; and
* Completing an incident report.

Invitation to Tender

Part B – Forms to be Returned

**The Supplier MUST RETURN ALL FORMS within the following section as part of their Submission.**

|  |  |
| --- | --- |
| **Full name of the Supplier** |  |

Security Services is divided into 3 Lots, please identify the Lots for which you wish to tender.

|  |  |
| --- | --- |
| Lot 1 – Security Services Geographical Area 1 |  |
| Lot 2 – Security Services Geographical Area 2 |  |
| Lot 3 – Security Services Geographical Area 3 |  |



# Form B1 Certificate of Non-Collusion and Non-Canvassing

In recognition of the principal that the essence of Tendering is that Homes England shall receive bona fide competitive Tenders from all those Tendering:

WE CERTIFY THAT:

1. The Tender submitted herewith is a bona fide Tender that is intended to be competitive.
2. We have not fixed or adjusted the amount of the Tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
   1. communicate to a person other than the person calling for this Tender, the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
   2. enter into an agreement with any person that they shall refrain from Tendering or as to the amount of any Tender submitted; and
   3. offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to have done in relation to any other Tender, any act or thing of the sort described above.
      1. We have not canvassed or solicited any employee of Homes England, in connection with the award of this Tender or any other Tender or proposed award of the Tender for the supply of Supplies and Services and that to the best of our knowledge and belief nor has any person employed by us or acting on our behalf, done any such act.
      2. We further hereby undertake that we will not in the future canvass or solicit any employee of Homes England, in connection with this Tender or any other Tender or proposed Tender for the supply of Supplies or Services and that no person employed by us or acting on our behalf will do any such act.

IN THIS CERTIFICATE

1. ‘Person’ includes any person, any body or association corporate or incorporate.
2. ‘Any agreement or arrangement’ includes any transaction of the sort described above, formal or informal and whether legally binding or not.
3. ‘Any canvassing or soliciting’ includes any direct or indirect canvassing or any attempts to obtain information by any means.

|  |  |
| --- | --- |
| Signed: | Date: |
| Name: | Position in Company: |
| Duly authorised to sign for and on behalf of: | |

# Form B2 Suitability Assessment

Please answer the following questions in full. Please refer to Part A Section 3.2.2 and 3.2.3 for guidance in relation to sub-contracting and consortia arrangements.

## Supplier Information

### Section 1.1: Supplier Details

|  |  |  |
| --- | --- | --- |
|  | 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  N/A |
| 1.1(i)-(ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s) |  |
| 1.1(j)-(i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   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)[[1]](#footnote-2)? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate:[[2]](#footnote-3) [[3]](#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.  (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) |  |

### Section 1.2: Bidding Model

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

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

● names of all consortium members;

● the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and

● if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

All members of the consortium will be required to provide the information required in all sections of the Suitability Assessment i.e. each member of the consortium is required to complete the form.

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

If the question is not applicable, please mark your response as “N/A” and provide a brief explanation.

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators?[[4]](#footnote-5)  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 | Yes  No |
| 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 |  |  |  |  |  | | |

### Section 1.3: Contact Details

The primary form of communication will be via ProContract. The details here are required to provide an alternative means of communication in the unlikely event it is needed. For the avoidance of doubt we will contact the person named in Form B5 regarding the award of this Contract.

|  |  |  |
| --- | --- | --- |
|  | 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 |  |

Grounds for Exclusion

### Section 2: Grounds for Mandatory Exclusion

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on the Annex 1, 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 in Annex 1. | |
|  | Participation in a criminal organisation | Yes  No |
|  | Corruption | Yes  No |
|  | Fraud | Yes  No |
|  | Terrorist offences or offences linked to terrorist activities | Yes  No |
|  | Money laundering or terrorist financing | Yes  No |
|  | 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 any of the above questions under 2.1(a), please provide further details here.  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.  If you have answered ‘no’ to the above under 2.1(a), please respond with “N/A”. |  |
| 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  N/A |
| 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.  If you have answered ‘no’ to the above under 2.3(a), please respond with “N/A” |  |

Please Note: Homes England 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 in Annex 2, 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 |
| 3.1(b) | Breach of social obligations? | Yes  No |
| 3.1(c) | Breach of labour law obligations? | Yes  No |
| 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 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes  No |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No |
| 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 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes  No |

|  |  |  |
| --- | --- | --- |
| 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 |
| 3.1(j)  3.1(j) - (i) | 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 suitability criteria | Yes  No |
| 3.1(j) - (ii) | The organisation has withheld such information. | Yes  No |
| 3.1(j) –(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | Yes  No |
| 3.1(j)-(iv) | 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, suitability or award. | Yes  No |
|  | If ‘yes’ to any of the questions at 3.1(a) to (j) 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)  If you have answered ‘no’ to the above under 3.1, please respond with “N/A” |  |

## Suitability Questions

### Section 4: Economic and Financial Standing

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 4.1 | Are you able to provide a copy of your filed financial statements (audited where applicable)for the last two years, if requested?  If no, can you provide **one** of the following: answer with ‘yes’ or ‘no’ in the relevant box. | 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 for this procurement, please self-certify by answering ‘yes’ or ‘no’ that you meet the requirements set out. | Yes  No |
| 4.3 | Please self-certify whether you already have, or can commit to provide the following:   * Relevant latest auditors report identifies that the organisation is a going concern * Statement that the organisation is not subject of administration or liquidation arrangements * Statement that any outstanding CCJs can be met by existing cash reserves. | Yes  No |

### Section 5: Group Information and Financial Guarantee

If you have indicated in your response to 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 |  |

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 5.1 | Are you able to provide parent company financial statements 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?  (Where the bidder is not the Ultimate Parent Company of the group, the bid should be supported by a guarantee from the Ultimate Parent Company as standard. If exceptionally unavailable or where the ultimate holding company acts as a pure investor and the bidder has no director or indirect financial or other dependency on it, an alternative guarantee may be sought. Homes England must be satisfied with the reasoning and alternative security offered.  If a Parent Company Guarantee is available, please include a copy of your latest filed financial statements for the last two years (audited where applicable). | 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 refer to Part A Section 3.2.8 for further guidance relating to this section. If you cannot provide examples see question 6.3. | | | |
|  | | Contract 1 | Contract 2 | Contract 3 |
| Name of customer organisation | |  |  |  |
| Short description of contract[[5]](#footnote-6) | |  |  |  |
| Contract start date | |  |  |  |
| Contract completion date | |  |  |  |
| Estimated contract value (GBP) | |  |  |  |

|  |  |
| --- | --- |
| 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 must 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: Requirements under Modern Slavery Act 2015

The Modern Slavery Act 2015 applies to a wide number of activities undertaken across all sectors, including construction and professional services. If you are unaware of your obligations in relation to this Act, please obtain awareness guidance from the [Stronger Together website](https://www.stronger2gether.org/) before completing this section.

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 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  No |
| 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 web address or url*  No  *Please provide an explanation below*  N/A |
|  | |

## Additional Suitability Questions

### Section 8.1: Insurance

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 8.1 | 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 in Part A Section 14. | Yes  No |

### Section 8.2: Skills and Apprentices not applicable

### Section 8.3: Steel not applicable

### Section 8.4: Suppliers’ Past Performance not applicable

Section 8.5: Equal opportunity, diversity policy and capability[[6]](#footnote-7) [[7]](#footnote-8)

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 8.5(a) | As an Employer, do you meet the requirements of the positive equality duties in relation to the Equalities Act 2010? | Yes  No |
| 8.5(b) | Is it your policy as an employer to comply with anti-discrimination[[8]](#footnote-9) legislation, and to treat all people fairly and equally[[9]](#footnote-10) so that no one group of people is treated less favourably than others? | Yes  No |
| 8.5(c) | In the last three years has any finding of unlawful discrimination8 been made against your organisation by any court or industrial or employment tribunal or equivalent body? | Yes  No |
| 8.5(d) | In the last three years has your organisation been the subject to a compliance action by the Equality and Human Rights Commission or an equivalent body on grounds of alleged unlawful discrimination8? | Yes  No |
| 8.5(e) | In the last three years, has your organisation been found in breach of section 15 of the Immigration, Asylum and Nationality Act 2006? | Yes  No |
| 8.5(f) | In the last three years, has your organisation been found in breach of section 21 of the Immigration, Asylum and Nationality Act 2006? | Yes  No |
| 8.5(g) | In the last three years, has your organisation been found to be in breach of the National Minimum Wage Act 1998? | Yes  No |
| 8.5(h) | If the answer to question 8.5(c) to 8.5(g) is ‘yes’, what steps did your organisation take as a result of that finding or investigation?  If the answer to question 8.5 (c) to 8.5(g) is ‘no’ please respond with ‘N/A’. |  |
| 8.5(i) | Does your organisation operate appropriate arrangements to ensure that equality and diversity is embedded within your organisation?[[10]](#footnote-11) | Yes  No |
| 8.5(j) - (i) | Do you actively promote good practice in terms of eliminating discrimination8 in all forms through guidance to your employees/ Suppliers concerned with recruitment, training and promotion? | Yes  No |
| 8.5(j) – (ii) | Do you actively promote good practice in terms of eliminating discrimination[[11]](#footnote-12) in all forms through making guidance or policy documents concerning how the organisation embeds equality and diversity available to employees/ sub-contractors, recognised trade unions or other representative groups of employees? | Yes  No |
| 8.5(j) – (iii) | Do you actively promote good practice in terms of eliminating discrimination12 in all forms through appropriate recruitment advertisements or other literature? | Yes  No |

### Section 8.6: Environmental Management[[12]](#footnote-13)[[13]](#footnote-14)

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 8.6(a) | **Exemption**  The questions in this module need not be completed if your organisation holds a UKAS[[14]](#footnote-15) (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 14001 or a valid EMAS certificate, and can provide the supporting evidence if requested. | Yes  No |

**The following questions are only to be completed if the exemption does not apply**

|  |  |  |
| --- | --- | --- |
| 8.6(b) | Do you have a documented policy and organisation for the management of construction-related environmental issues? | Yes  No |
| 8.6(c) | Do you have documented arrangements for ensuring that your environmental management procedures are effective in reducing/preventing significant impacts on the environment? | Yes  No |
| 8.6(d) | Do you have arrangements for providing employees who will engage in construction, with training and information on construction-related environmental issues? | Yes  No |
| 8.6(e) | Do you check, review and where necessary improve your environmental management performance? | Yes  No |
| 8.6(f) | Do you have arrangements for ensuring that any Suppliers you engage apply environmental protection measures that are appropriate to the activity for which they are being engaged? | Yes  No |

### Section 8.7: Health and Safety[[15]](#footnote-16)

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 8.7(a) | **Exemptions and pertinent question selection**  If your organisation meets the criteria identified in one of 8.7(a) - (i) to 8.7(a) – (iii) below and you can provide the supporting evidence required, you do not need to complete questions 8.7(b) to 8.7(l) of this section.  If exemption is not claimed, please move to 8.7(b).  If you are claiming an exemption, but this does not cover all categories or roles please complete question 8.7(l). | |
| 8.7(a) - (i) | You have, within the last twelve months, successfully completed a prequalification application undertaken by an assessment provider able to demonstrate that its information gathering process is equivalent to that of PAS 91 and can provide the supporting evidence if requested. | Yes  No |
| 8.7(a) - (ii) | You have, within the last twelve months, successfully met the assessment requirements of a construction-related scheme in registered membership of the Safety Schemes in Procurement (SSIP) forum and can provide the supporting evidence if requested. | Yes  No |
| 8.7(a) - (iii) | You hold a certificate of compliance with BS OHSAS 18001 (or equivalent) issued by a Conformity Assessment Body accredited to provide conformity assessment services to that standard,[[16]](#footnote-17) e.g. accredited by UKAS, and can provide the supporting evidence if requested. | Yes  No |

**Only complete questions 8.7(b) to 8.7(k) if required - see explanation at 8.7(a)**

**Questions 8.7(b) to (k) include in italics examples of the type of information in support of responses, which may be requested**

|  |  |  |
| --- | --- | --- |
| 8.7(b) | Are you able to show that you have a general policy and an organisation which is responsible for ensuring effective health and safety (H&S) management?  *Evidence of periodically reviewed general H&S policy, signed and dated by a senior person within the organisation. The H&S policy should also contain the organisation and arrangements. These should be relevant to the anticipated nature and scale of activity to be undertaken, and set out responsibilities for H&S management at all levels in the organisation. [[17]](#footnote-18)* | Yes  No |
| 8.7(c) | Are you able to show your arrangements for ensuring that your H&S measures are effective in reducing/ preventing work-related incidents, occupational ill-health and accidents?  *Details of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken, and how these arrangements are communicated to workers. [[18]](#footnote-19)* | Yes  No |
| 8.7(d) | Do you have ready access to competent H&S advice/ assistance?  *Evidence of how your organisation has ready access to competent H&S advice, for both general health and safety and, for CDM duty holders, construction-related health and safety. [[19]](#footnote-20)* | Yes  No |
| 8.7(e) | Do you have a process for providing your employees/other workforce with training and other information appropriate to the activities that your organisation is likely to undertake?  *Evidence that your organisation implements relevant training arrangements to ensure that employees/other workforce have sufficient skills and understanding to discharge their various duties. This should include refresher training on relevant good H&S practice and, for CDM contractors and principal contractors, Construction Phase Plans (CPP) may be used to show how information is disseminated or communicated on-site. [[20]](#footnote-21)* | Yes  No |
| 8.7(f) | Do your employees/other workforce have H&S and other relevant knowledge, experience and skills to carry out activities that your organisation is likely to undertake?  *Evidence that your employees/other workforce have suitable knowledge, experience and skills for the activities assigned to them, unless there are specific situations where they need to work under competent control and/or supervision (e.g. apprentices and other trainees).* | Yes  No |
| 8.7(g) | Do you check, review and, where necessary, improve your H&S performance?  *Evidence that your organisation has an effective, ongoing system for monitoring H&S procedures, and for periodically reviewing and updating that system as necessary.* | Yes  No |
| 8.7(h) | Do you have procedures for involving your employees/other workforce in the planning and implementation of H&S measures?  *Evidence that your organisation implements a means of consulting with its employees/other workforce on H&S matters and how comments, concerns or complaints submitted by employees/other workforce are taken into account.* | Yes  No |
| 8.7(i) | Do you routinely record and review accidents/incidents and undertake follow-up action?  *Evidence that your organisation maintains records of all RIDDOR-reportable [[21]](#footnote-22) and other incidents for at least the last three years.*  *Evidence that your organisation has an effective system for reviewing significant incidents, and recording any resulting action taken (including your response to any H&S enforcement activity).* | Yes  No |
| 8.7(j) | Do you have arrangements for ensuring that your suppliers also apply H&S measures that are appropriate to the activities that your organisation is likely to undertake?  *Evidence that your organisation implements arrangements for ensuring and monitoring H&S skills, knowledge and experience, and performance, throughout your entire supply chain, appropriate to the work likely to be undertaken.* | Yes  No |
| 8.7(k) | Do you operate a process of risk assessment, capable of supporting safe systems of work?  *Evidence that your organisation implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work (“method statements”).*  *Please provide indicative examples, which must include: the identification and control of any significant occupational health (not just safety) issues, appropriate to the work likely to be undertaken. [[22]](#footnote-23)* | Yes  No |

### Section 8.8: Asbestos not applicable

### Section 8.9: The General Data Protection Regulation (GDPR) (and the Data Protection Act 2018)[[23]](#footnote-24)

|  |  |  |
| --- | --- | --- |
|  | Question | Response |
| 8.9 (a) | Do you have a documented policy and procedures for the storage, processing and retention of personal data in your organisation? | Yes  No |
| 8.9 (b) | Do you have documented arrangements for ensuring that your data protection procedures are effective and that they comply with the GDPR and the Data Protection Act 2018? | Yes  No |
| 8.9 (c) | Do you have arrangements for providing employees, with training and information on data protection issues and your data protection procedures? | Yes  No |
| 8.9 (d) | Do you have a process in place to ensure that you check, review and where necessary update and improve your data protection policies and procedures? | Yes  No |
| 8.9 (e) | Do you have appropriate arrangements for ensuring that any Suppliers or third party data processors that you engage store, process, and retain personal data in accordance with the law, and apply appropriate measures to manage data protection issues that are appropriate to the activity for which they are being engaged? | Yes  No |
| 8.9 (f) | In the last six years, have you had any enforcement notice imposed on you, any penalties levied or any other formal action by the Information Commissioner’s Office (ICO) or the courts or been subject to any enforcement action or legal any proceedings (civil or criminal) for breach of data protection legislation? | Yes  No |
| 8.9 (g) | If the answer to question 8.9 (f) is ‘yes’, what steps did your organisation take as a result of that finding or investigation? | N/A |
|  | |

# Template for Appendices

|  |  |
| --- | --- |
| Appendix Number |  |
| Form B2 Section |  |
| Question number |  |
|  | |

# Form B3 Quality Submission

To enable Homes England to evaluate the quality element of the Award Criteria, we require Suppliers to provide a response to the delivery of the Scope of Services outlined in Section 4. Suppliers **should refer to Section 14 Evaluation Criteria, contained within Part A** of this document for the relevant weightings and page limits for each question and also the scoring methodology to be used within the evaluation. The answers to each question must be within the page limits is set out in the evaluation criteria. Suppliers can either use the below template for their answers or use their own equivalent template.

|  |
| --- |
| **1. Question 1 Effective Resourcing**  What resources and capacity are you proposing to make available to deliver **Security Services** for Homes England? 4%  **NOTE if you are tendering for more than one lot you must complete this question for each specific geographical area Lot.**  Your response must be relevant to the associated Scope of Services and **the specific geographical area Lot** for which you are tendering and include:   * Information on the resources and capacity you have available to deliver all services across the relevant **geographical area Lot** including: * Number and grade of staff; * Management structure you will put in place to support the delivery of the service including roles and responsibilities, qualifications and relevant experience of those individuals to deliver required services under this Framework; and * Intention to directly deliver (in house) or utilise sub-contractors and the process you have in place for management of sub-contractors where applicable to service delivery under this Framework; * Process you have in place to proactively manage staff resources to ensure availability of suitably qualified staff; including those associated with the screening and vetting of security personnel with particular consideration of BS7858; and * How you would achieve compliance with the Service Response and Resolution Times as stated within the Service Level Agreement for the specific geographical Lot. |
|  |
| **2. Question 2 Effective Management**  What processes and procedures do you have in place to ensure effective management of your organisation? 4%  Your response should include:   * How you measure and improve your performance against key service and business indicators; * Processes and audit practices you have in place to ensure effective service delivery; * Processes you have in place to address any areas of improvement / non-conformances identified and implementation of these within the organisation. |
| . |

|  |
| --- |
| **3. Question 3 Effective Client Relationships**  What processes and procedures do you have in place to ensure effective Client Relationships? 4%  Your response should include:   * Your approach to management of customer relationships, including how you effectively communicate with the Client considering requirements as outlined within Annex 3 Scope of Services, Section 2 The Service, paragraph 2.16 Maintenance and Preparation of Information; and Schedule 3 of the Framework Agreement Service Level Agreement * Approaches you take to protect the reputation of the Client Organisation, specifically organisations such as Homes England * How you ensure that the Client is receiving value for money, including professional advice you give to Client’s to ensure services are appropriate for requirements providing examples of where you have proactively increased value for money to a Client. |
|  |

|  |
| --- |
| **4. Question 4 Suitably Trained, Developed and Cared for Staff**  What processes and procedures do you have in place to ensure that staff are suitably trained, developed and cared for to undertake their role? 4%  Your response should include:   * Process you have in place to manage people effectively, ensuring they have the necessary skills, training and competency to undertake their role; * Approaches you take to supporting your staff in the delivery of their role; * How you ensure the you meet all legal obligations when managing and employing staff; * Measures you take to ensure continual development and performance of staff working on Homes England Sites; and * How you recognise and reward staff for excellence. |
|  |

|  |
| --- |
| **5. Question 5 Delivery of Services to Homes England Site**  With reference to the Pricing Schedules for the specific geographical lot, outline the approach you would take to delivery of the Service on a typical Homes England Site with specific reference to the requirements outlined under Annex 3 Scope of Services. 4%  Your response should include:   * Mobile Patrol Service; * Manned Guarding Service; and * CCTV including event activated Services. |
|  |

# Form B4 Pricing Schedule

The completed Form B4 Pricing Schedule(s) must be returned as part of the Tender Return for the relevant lot(s).

Total price must be carried forward to the Form of Tender within Form(s) B5.

**The pricing schedule is included as a separate document in Excel Format for each lot. Please complete the document(s) and return in Excel Format**

# Form B5 Form of Tender

The completed Form B5 Form of Tender must be returned as part of the Tender Return for the relevant lot.

**The form of tender is included as a separate document in Word Format for each lot. Please complete this document and return in Word Format.**

# Form B6 System Information Schedule

The completed Form B6 System Information Schedule must be returned as part of the Tender Return.

You must complete all **three** worksheets in the Schedule to provide company information, ProContract information, and TMS information.

In the TMS information worksheet Suppliers may provide up to twenty contact details from the Lead organisation and these **must** include details for the Lead and Deputy contacts. This is for information purposes only and will only be used if you are successful to provide access to Homes England’s Transactional Management System (TMS). TMS is a web-based system used by Homes England to place Instructions to Framework Suppliers.

**The System Information Schedule is included as a separate document in Excel Format. Please compete this document and return in Excel Format**

# Form B7 Tender Return Checklist

In order to allow Homes England to evaluate your submission and assist your organisation in ensuring it has submitted a compliant Tender, please confirm that you have completed the following Sections and enclosed the relevant documents as detailed in the Tender Documentation by completing the following *(delete as appropriate)*:

|  |  |
| --- | --- |
| **Completed sections** | |
| Form B1 Certification of Non-Collusion and Non-Canvassing | Yes  No |
| Form B2 Suitability Assessment | Yes  No |
| Form B3 Quality Submission(s) | Yes  No |
| Form B4 Pricing Schedule(s) | Yes  No |
| Form B5 Form of Tender(s) | Yes  No |
| Form B6 System Information Schedule | Yes  No |

|  |  |  |
| --- | --- | --- |
| **Additional sections** | | |
| **The following sections/appendices form part of our submission** | | |
| **Section of ITT** | **Appendix Number** | **Appendix Name** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# Form B8 Additional Tender Documents

**As part of this Tender exercise a number of documents have been provided via ProContract to the Supplier which are listed below:**

|  |  |
| --- | --- |
| **Document Title** | **Format** |
| B4 Pricing Schedule – All lots (contains B4 form for all 3 lots) | Zip file |
| B5 Form of Tender – All lots (contains B5 form for all 3 lots) | Zip file |
| Form B7 System Information Schedule | Excel |
| Annex 4 Tender Summary Note | Word |
| Annex 5 Geographical Area Lots Map | PDF |
| Annex 6 Security Services Framework Contract | PDF |
| Annex 7 – Annex 13 | PDF |

|  |
| --- |
|  |

enquiries@homesengland.gov.uk

0300 1234 500

gov.uk/homes-england

1. See EU definition of SME <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en>. [↑](#footnote-ref-2)
2. 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. [↑](#footnote-ref-3)
3. A criminal record check for relevant convictions may be undertaken for the preferred Suppliers and the persons of significant in control of them. [↑](#footnote-ref-4)
4. Where bidding as a consortium can you confirm whether the consortium is not proposing a new legal entity or whether a special purpose vehicle or SPV is proposed. If the latter is proposed explanation of ownership and shareholding (actual and proposed) is required. [↑](#footnote-ref-5)
5. In no more than 250 words, please provide a brief description of the contract delivered including location, your role and evidence as to your relevant technical capability. [↑](#footnote-ref-6)
6. See PAS91:2013 + A1:2017, Table 5, Optional Question Module O1 for further details. [↑](#footnote-ref-7)
7. For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. [↑](#footnote-ref-8)
8. For the avoidance of doubt this question considers discrimination in all forms including, but not limited to, bullying and harassment on the grounds of age, disability, gender identity/reassignment, marriage and civil partnership, race, religion or belief, sex or sexual orientation, pregnancy and maternity [↑](#footnote-ref-9)
9. For the avoidance of doubt fairly and equally includes explicitly banning discrimination, bullying and harassment on the grounds of age, disability, gender identity/reassignment, marriage and civil partnership, race, religion or belief, sex or sexual orientation, pregnancy and maternity [↑](#footnote-ref-10)
10. This could include delivering training or equivalent arrangements to embed equality and diversity awareness and understanding including but not limited to age, disability, gender identity/reassignment, marriage and civil partnership, race, religion or belief, sex or sexual orientation, pregnancy and maternity [↑](#footnote-ref-11)
11. For the avoidance of doubt this question considers discrimination in all forms including, but not limited to, bullying and harassment on the grounds of age, disability, gender identity/reassignment, marriage and civil partnership, race, religion or belief, sex or sexual orientation, pregnancy and maternity [↑](#footnote-ref-12)
12. See PAS91:2013, Table 5, Optional Question Module O2 (questions 1 to 6) for further details. [↑](#footnote-ref-13)
13. For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. [↑](#footnote-ref-14)
14. As required by EU Regulation EC 765/08 (Accreditation and Market Surveillance), the UK has appointed a single National Accreditation Body through The Accreditation Regulations 2009, which is UKAS. [↑](#footnote-ref-15)
15. See PAS91:2013+A1:2017, Table 4, Core Question Module C4 (questions 1 to 14) for details. [↑](#footnote-ref-16)
16. In 8.7(a) - (iii), ‘. accredited means having undergone third-party attestation by an organisation that is a signatory to either or both of the European Accreditation or International Accreditation Forum, multi-lateral agreements. [↑](#footnote-ref-17)
17. Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be. [↑](#footnote-ref-18)
18. Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be. [↑](#footnote-ref-19)
19. Access to competent in-house advice, in whole or part, is usually preferred. It is essential that H&S advisor(s) are able to provide general H&S advice and that, for CDM duty holders (from the same source or elsewhere) advice on relevant construction H&S issues is accessible as required. [↑](#footnote-ref-20)
20. Relevant and proportionate CPPs are required for ‘construction work’ covered by CDM 2015. CPPs need only be proportionate to the nature of the activity likely to be undertaken. [↑](#footnote-ref-21)
21. RIDDOR: The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013. [↑](#footnote-ref-22)
22. Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be. [↑](#footnote-ref-23)
23. For organisations working outside of the UK please refer to equivalent legislation in the country that you are located [↑](#footnote-ref-24)