

INVITATION TO TENDER

OPI 1 OffSite Project Integrator (Scotland / Wales / England)

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OPI 1-INVITATION

1. Introduction

- 1.1. LHC is a central purchasing body providing procurement services on behalf of itself, Scottish Procurement Alliance (SPA), Welsh Procurement Alliance (WPA) and LHC South West to Contracting Authorities (Clients) throughout England / Scotland / Wales, as described on our Buyer Profiles (<https://www.lhc.gov.uk/24> / www.procurementalliance.scot/24) / <https://welshprocurement.cymru/24>
- 1.2. LHC frameworks are also available for use by members of the Northern Housing Consortium (NHC) and have been developed with NHC's procurement team, Consortium Procurement <https://consortiumprocurement.org.uk/>
- 1.3. LHC sets up competitively tendered Framework Agreements in respect of building works, goods and services for use in public sector refurbishment and new build projects.
- 1.4. Companies appointed to the framework are required to pay LHC a percentage ("the Levy") of the total value of every invoice submitted to Clients, and to submit quotations to Clients that are inclusive of the Levy. The Levy to be applied on OPI 1 is 5% (five percent).
- 1.5. As a not for profit organisation, LHC returns surplus Levy income to our Clients to support social value initiatives in the local communities they serve.

2. Invitation

- 2.1. LHC hereby invites your organisation to submit a Tender for the following framework:
OPI 1 – OffSite Project Integrator (Scotland / Wales / England)
- 2.2. This will complement other frameworks including:
NH1 and NH2 – OffSite Construction of New Homes (Scotland / Wales / England)

3. Documentation

3.1. Tender Documents: Invitation & Offer

- a) This Invitation document (**OPI 1-Invitation**) describes both the tender process and evaluation methodology by which companies are appointed to the Framework, and how the framework lots will be structured in terms of regions, value bands, project type or size.
- b) The Specification document (**OPI 1-Specification**) details the works, goods and services to be delivered through the framework.
- c) Bidders must then complete and submit the following Offer documents, together with any supporting documentation requested or referenced in those documents, via the e-Tendering portal (<https://www.publiccontractsscotland.gov.uk> or <https://procontract.due-north.com>) on or before the Tender Return Date as stipulated on e-Tendering:
F1 - Quality
F2 - Price
- d) During preparation Bidders' submission data can be stored on the e-Tendering portal, which is a third party managed cloud resource. LHC has no access to this data until the Tender Return Date.

3.2. Post tender Documents: Framework management and call off procedures

- a) Companies appointed to the framework will be required to enter into a Framework Alliance Contract (FAC1), which is a standard form of contract that details the terms and conditions that govern the operation of the framework, and includes the procedures (FAC1 Schedule 4) and template documents (FAC1 Schedule 5) to call off projects under the framework.

- b) A copy of our **FAC1 pro forma** is on the e-Tendering portal and should be read in conjunction with the FAC1 in published form (available from the ACA and RICS) for cross reference.

4. Timetable

- 4.1. A timetable for the selection of Appointed Companies is detailed on the e-Tendering portal.
4.2. Bidders are to note that any timetable referred to in this ITT is subject to variation by LHC.

5. Minimum Requirements

- 5.1. In summary the services to be delivered cover OffSite Contract Management through not only RIBA stages 0-7 but also preliminary stages prior to RIBA Stage 0, to support OffSite building projects from initiation and development, land assembly and feasibility through to management of design, completion and in use reviews.
5.2. Property types will include housing, bungalows, flats, apartments, sheltered accommodation, care homes and student, NHS and 'Blue Light' accommodation.
5.3. Bidders will be required, either directly or through sub-contractors, to offer the minimum requirements described below:

- i. **INITIATION AND DEVELOPMENT**
- ii. **LAND ASSEMBLY SERVICES (IF REQUIRED AT CALL-OFF STAGE)**
- 0. **STRATEGIC DEFINITION (IF NOT PREVIOUSLY ADDRESSED BY THE CLIENT)**
- 1. **PREPARATION AND BRIEF**
- 2. **CONCEPT DESIGN MANAGEMENT**
- 3. **DEVELOPED DESIGN MANAGEMENT**
- 4. **TECHNICAL DESIGN MANAGEMENT**
- 5. **CONSTRUCTION STAGE MANAGEMENT**
- 6. **HANDOVER AND CLOSE OUT MANAGEMENT**
- 7. **IN USE REVIEWS**

The above minimum requirements may be supplemented and more specifically developed through the Innovation Partnership procedure.

- 5.4. Before completing and submitting their offer Bidders are urged to read the detailed specification (**OPI 1-Specification**) which details the services they are committing to deliver and the standards to which they are committing to deliver them.

6. Lots

- 6.1. One Contract Notice will be issued for each of Scotland / Wales / England.
In order to ensure the quality and range of Appointed Companies across the contract notice area, the framework will be divided into lots as follows:

England (Not SW): Lot E1 North – North East UKC, North West UKD, Yorkshire and Humber UKE.

Lot E2 Midlands – East Midlands UKF, West Midlands UKG

Lot E3 South – East UKH, South East UKJ

Lot E4 London – London UKI

SW England: **Lot SW1 UKK1, UKK2, UKK3, UKK4** – Bristol UKK11, BANES, N. Somerset, S Gloucester UKK12, Gloucester City, Gloucester County, Cotswold, Cheltenham, Forest of Dean, Tewkesbury, Stroud UKK13,

Swindon UKK14, Wiltshire UKK 15, Bournemouth, Poole, Christchurch UKK21, East Dorset, Purbeck, North Dorset, Weymouth & Portland, West Dorset UKK22, Sedgemoor, Mendip, South Somerset, Taunton Deane, West Somerset UKK23, Cornwall EX, PL and TR Postcodes, Isles of Scilly UKK30, Plymouth UKK41, Torbay UKK42, South Hams, Teignbridge, Mid Devon, East Devon, North Devon, Torridge, West Devon UKK43, Exeter UKK44

Wales: **Lot W1 UKL Wales** - Aberconwy, Alyn and Deeside, Wrexham, Clwyd South, Delyn, Vale of Clwyd, Arfon, Ynys Môn, Ceredigion, Brecon & Radnorshire, Carmarthen East and Dinefwr, Carmarthen West and South Pembrokeshire, Dwyfor Meirionnydd, Montgomeryshire, Preseli Pembrokeshire, Cardiff, Monmouth, Ogmere, Pontypridd, Rhondda, Swansea, Vale of Glamorgan, Caerphilly, Aberavon, Penarth, Clwyd West, Cynon Valley, Gower, Islwyn, Llanelli, Merthyr Tydfil and Rhymney, Neath, Newport, Torfaen, Blaenau Gwent, Bridgend.

Scotland: **Lot S1 UKM7 East Scotland** – Angus, Clackmannanshire, Dundee City, East Lothian, City of Edinburgh, Falkirk, Fife, Midlothian, Perth and Kinross, Scottish Borders, Stirling, West Lothian.
Lot S2 UKM8 South West Scotland - East Dunbartonshire, East Renfrewshire, Glasgow, Inverclyde, Renfrewshire, West Dunbartonshire, North Lanarkshire.
Lot S3 UKM5 North East Scotland – Aberdeen City, Aberdeenshire.
Lot S4 UKM6 Highlands Scotland – Argyll and Bute, Highland, Na h-Eileanan An Iar, Moray, Orkney Islands, Shetland Islands.
Lot S5 UKM9 Southern Scotland - Dumfries and Galloway, East Ayrshire, North Ayrshire, South Ayrshire, South Lanarkshire, Scottish Borders.

Within each lot Bidders will be able to offer partial coverage of lots and specify the area/s where they are already operating, are willing to operate, or do not operate.

7. **Award**

- 7.1. LHC intends to appoint up to 4 (four) organisations per Lot. However, LHC reserves the right to appoint additional companies to ensure effective coverage and competition and/or not to appoint a company, where to do so would prevent, restrict or distort competition, have a discriminatory effect or unfairly favour particular economic operators.
- 7.2. Tendering companies will be evaluated for the quality of service that they can provide for each lot and may not be successful in securing all Lots applied for. However, Bidders will not be disadvantaged by limiting the number of Lots or areas they applied for.

8. **Evaluation Methodology**

8.1. **Approach**

- a) Our evaluation process will be equitable, transparent and auditable.

- b) The Evaluation Criteria will relate to the Bidder's ability to deliver the framework agreement in accordance with the LHC requirements set out in the whole of this ITT Document.
- c) Each Lot will be assessed separately for quality and prices. This allows LHC to assess Bidders' relevant Skill, Knowledge and Experience working in that particular Lot, and for Bidders to provide evidence that supports this, and to offer the best price for each Lot.
- d) The Bidder's score in each section will be indexed against the highest score for that section.

8.2. Weighting

- a) Each section will be scored separately, and the scores for each section will be weighted as follows:

Ref:	Criteria	Actual score	/Index score (where best score is 100)
F1	Quality and Innovation		
	F1.1 OffSite Project Delivery	/30	/100
The score for delivering innovative services below will only be applied at the final stage			
	F1.2 Innovative services	/TBC	/100
	TOTAL QUALITY EVALUATION	/TBC	/100
F2	Schedule of Rates	weighting for SOR is 15% day rates plus 15% project rates total 30%	
	TOTAL PRICE EVALUATION	/TBC	/100
	FINAL WEIGHTED VALUE FOR MONEY SCORE		

8.3. Quality Section

- a) Where applicable Bidder's responses are scored based on the scoring matrix below.

LHC 5 POINT SCORING MATRIX		
The stated Scoring mechanism of 0 to 5 is a graduated scale dependent upon the detail and content of the response to the Question		
Score	Response Requirement	Elemental Breakdown
5	Meets and complies with all the requirements of the Question	Fully complies with the obligation to score 4 AND in addition provides innovation and

LHC 5 POINT SCORING MATRIX		
The stated Scoring mechanism of 0 to 5 is a graduated scale dependent upon the detail and content of the response to the Question		
Score	Response Requirement	Elemental Breakdown
	and further indicates innovation and creativity in operation.	creative solutions provided in the response.
4	Meets all the key requirements of the Question.	Fully complies with the subject of the question. Provides in the response a robust answer.
3	Largely meets the requirements of the Question.	Demonstrates most of the question, but the response is not a comprehensive and does not cover all the elements/points of the required response set out in the question.
2	Meets some of the requirements of the Question.	Indicates some of the elements/points of the required response set out in the question.
1	Falls short of meeting the requirements of the Question.	Demonstrates an understanding but significantly fails expectation, the response does not demonstrate in any detail how the requirement is met.
0	No submission or irrelevant response.	No answer or response provided is irrelevant or inappropriate.

- b) LHC reserves the right to exclude Bids that do not achieve a total indexed quality score of at least **60%** of the highest score, as they shall be deemed not to have achieved the required quality standard.

8.4. Pricing Section

- a) Pricing instructions are detailed in section F2.
- b) For the avoidance of doubt Bidders' attention is drawn to Clause 69 of the Public Procurement Regulations 2015 concerning Abnormally Low Tenders.

8.5. Value for Money (VFM)

- a) The final scores of the Bidder will be taken to two decimal places and ranked in descending order.
- b) The highest score achieved will be ranked as the most competitive Value for Money offer.
- c) A summary of the scores will be provided to Bidders in the Award Decision Notice.

General Information for Bidders

9. Data

- 9.1. Information supplied by LHC (whether in the Tender Documents or otherwise) is provided for general guidance in the preparation of the Tender. The Bidders must satisfy themselves as to the conditions affecting the supply and cost of all resources together with their availability and all other conditions of the region covered by individual Lots insofar as the same might affect their Tender.
- 9.2. Bidders must satisfy themselves by their own investigations with regard to the accuracy of any information provided by LHC, its servants or agents.
- 9.3. Bidders are to note that LHC shall not be held responsible or liable for any inaccurate information obtained by any Bidder whether from a servant or agent of LHC and whether or not the inaccuracy is due to want of care on the part of LHC, its servants or agents.
- 9.4. Should any additions or alterations to any part of the ITT and Offer Document or the provision of further information appear to LHC to be desirable to be provided prior to the date for submission of the Offer, such information will be issued to Bidders through <https://www.publiccontractsscotland.gov.uk> or <https://procontract.due-north.com> and any document thereby modified shall have affect as modified.
- 9.5. The Bidder is to note that, consistent with the requirements of the Innovation Partnership Procedure, tender negotiations on price or specification can take place until the final stage. At the final stage, discussions on aspects which do not include price or prices may only be held for the purpose of clarifying or supplementing Offers or the requirements of LHC, providing that this does not involve discrimination, distortion of competition or the adjustment of prices/rates or total amounts. Bidders can however seek clarification of the ITT and Offer Document before final Tenders are returned in accordance with the procedure set out in Section 14.
- 9.6. The Bidder should seek all technical and legal advice as part of their investigation processes and fully satisfy themselves as to their legal and other obligations not only in relation to this Tender and the procurement process but also in respect of the Framework.

10. Confidentiality

- 10.1. The ITT and Offer Document and any related and supporting information provided by or on behalf of LHC must be treated by the Bidder as Private and Confidential.
- 10.2. The Bidder is not to disclose or release any information relating to the ITT or Offer Document and any related or supporting information other than on a strictly confidential basis to those whom the Bidder needs to consult in the preparation or the submission of a bona fide Tender.
- 10.3. The Bidder should further not disclose the fact that they have been invited to tender for this Framework, or at any time release any information concerning the ITT and Offer Document and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with LHC in this connection for publication in the press or on radio, television, screen or any other medium.
- 10.4. In accordance with the obligations placed upon public authorities by the Freedom of Information Act (FOIA) and/or Environmental Information Regulations) EIR, all information submitted to LHC may be disclosed by LHC in response to a request made pursuant to the FOIA and/or the EIR.

- 10.5. Bidders must carefully consider the use of phrases such as “in confidence” or “commercially sensitive” when submitting a Tender, as they will not necessarily protect their Tender or parts of their Tender from disclosure. In respect of any information submitted by a Bidder which they consider to be commercially sensitive, Bidders should clearly identify such information as commercially sensitive and the consequences of disclosure, and detail the envisaged timeframe during which such information will remain commercially sensitive.
- 10.6. Receipt of Tender marked in whole or in part as “confidential” and/or “commercially sensitive” should not be taken to mean that LHC accepts any duty of confidence by virtue of the marking
- 10.7. LHC is required to comply with the provisions of the FOIA and/or EIR and will normally seek comments from any party whose information is subject to a request under the FOIA and/or EIR. Even where information is identified as confidential and/or commercially sensitive, LHC may be required to disclose such information in accordance with the FOIA and/or EIR if a request is received.
- 10.8. In addition, Bidders are advised that the UK Government proposal to introduce a voluntary Code of Practice regarding FOI requests to private companies carrying out public contracts may impact on this Framework or call off contracts. Bidders and Appointed Companies shall advise LHC and/or an LHC Client (as appropriate) of any request for information received under any voluntary Code of Practice, and shall obtain LHC’s and/or an LHC Client’s written permission for the release of any information that refers to LHC, LHC Frameworks, terms and conditions of LHC Frameworks, LHC Clients or terms and conditions of LHC Clients’ call off contracts.
- 10.9. The Bidder warrants to LHC that no document forming part of its Tender shall infringe any Intellectual Property Rights. The Bidder shall retain Intellectual Property Rights in all documents that it prepares as part of its Tender/Offer and LHC shall not copy or use any such documents other than for the purpose of the evaluation and consideration of tenders.
- 10.10. LHC reserves the right to retain all Tender documents submitted by Bidders throughout the whole of the period that their Tenders remain valid and open for acceptance.
- 10.11. Each Bidder shall indemnify LHC and keep LHC indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Paragraph.

11. Copyright

- 11.1. The copyright in this ITT and Offer Document is vested in LHC and may not be reproduced, copied, sent to third parties or stored in any medium unless directly related to the preparation of this tender. The complete ITT and Offer Document and any document issued as supplemental to it shall remain the property of LHC.

12. Consistency of information

- 12.1. Where applicable to an Innovation Partnership Procedure, LHC has relied for selection on the information provided by Bidders during Pre-Qualification. If, at any time prior to the submission of the Tender or during the tender period, there are any material changes to the same, the Bidder must advise LHC through <https://www.publiccontractsscotland.gov.uk> or <https://procontract.due-north.com> as soon as practicable (even if this is prior to the submission of the Tender).

13. Consortia and Groupings

- 13.1. Where any form of Consortium or grouping is proposed as the Bidder, this must be clearly and fully shown at the time of the submission of the Tender and the relationship between participants clearly explained.
- 13.2. All information should be given in respect of the proposed lead organisation. Relevant information should also be provided in respect of each and all of the Consortium or group members or Contractors who will play a significant role in the delivery of this Contract.
- 13.3. All responses made by a Consortium or group must be fully supported to enable LHC to properly assess the proposed overall provision.
- 13.4. Where the proposed prime Contractor is a special purpose vehicle or a holding company, this information should be fully provided at the time of the submission of the Tender.

14. Submission of Tenders

- 14.1. The Tender shall be submitted for all of the services as defined in this ITT and Offer Document and upon the basis of the complete performance of all of the services and work specified, all individual Contracts (Call-offs) which may be issued and awarded and to the standards specified and requirements stated in the ITT and Offer Document.
- 14.2. Should the invitee be unable or unwilling to submit a tender, the Bidder should advise LHC through <https://www.publiccontractsscotland.gov.uk> or <https://procontract.due-north.com>, using the 'opt out' facility, giving reasons why they do not wish to tender.
- 14.3. The Tender and all supporting documentation is to be completed in the English language. All financial sums and amounts must be in pounds sterling.
- 14.4. Where the Bidder is a Company the Tender must be signed by two Directors or by a Director and the Company Secretary. Where the Bidder is an individual the Tender must be signed by that named individual and where the Tender is a Partnership by at least two Partners on behalf of all the Partners.
- 14.5. Tenders must be kept open and valid for acceptance by LHC for at least 90 days after the closing date for the return of Tenders. A longer period may be agreed by LHC and notified in writing to the Bidders.
- 14.6. All costs, expenses and disbursements incurred by any Bidder in the preparation and submission of the Tender and any discussions, interviews and in the case of acceptance of a Tender by LHC any clarification and discussions are to be borne in full by the Bidder.
- 14.7. The Bidder is to note that LHC will evaluate the Tenders to determine whether the Bidders are able to meet these requirements and will score and mark accordingly in accordance with the Evaluation Methodology stated in this document and the attached F2 Pricing document and also in accordance with the structure provided both in respect of Quality and Price or Cost.
 - a) No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to any other part of the ITT or Offer Document.
 - b) Tenders must not be qualified in any way and must be submitted strictly in accordance with the ITT and Offer Document, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the tenders equivocal and/or placing it on a different footing from other tenders.
 - c) Additional content and appendices such as marketing literature, unless specifically requested, will be disregarded in the assessment and evaluation of Tenders.

- 14.8. Tenders must be submitted through <https://procontract.due-north.com> by the time and date stated. Any Tenders submitted prior to the date and time notified by LHC will remain sealed and unopened until after the Tender closure period has been completed. Only the last version submitted by the Bidder before the time and date stated will be accessible by LHC for evaluation.
- 14.9. Tender documents which are **NOT** submitted through <https://procontract.due-north.com> will **NOT** be considered by LHC.
- 14.10. The Bidder is to note that any Tenders received after the Tender Due Date and Time will **NOT** be considered by LHC, although LHC may, at its own discretion, extend the closing date and time stated in the Tender or as notified through <https://procontract.due-north.com> to the Bidders by LHC.

15. Bidder's questions and clarification before submission of Offer Document

- 15.1. In the event that any Bidder wishes to ask a question or seek clarification prior to the submission of the Tender then such questions or requests shall **ONLY** be made through or <https://procontract.due-north.com>.
- 15.2. LHC will endeavour to respond to all questions and requests made through <https://www.publiccontractsscotland.gov.uk>, provided they are received at least 10 (ten) calendar days before the date specified for the return of the Tenders. LHC does not undertake to answer questions or clarifications received after this date since this will not give sufficient time for answers to be considered and does not give other Bidders time to react to the answers given the proximity of the return date.
- 15.3. Responses to any queries or requests for information will be sent via <https://procontract.due-north.com> to all of the Bidders invited by LHC to tender for this Framework who have registered on the e-Tendering portal.
- 15.4. If LHC requires to validate one or more responses of one or more Bidders after submission this will be carried out through <https://procontract.due-north.com>.
- 15.5. When submitting a question or request for clarification or further information, Bidders should indicate whether or not they believe the question or request for clarification or further information is commercially confidential to them and should not be shared with other Bidders. This should be done through marking question or request for clarification or further information 'Confidential – not to be circulated to other Bidders'. At its absolute discretion LHC will respond to that specific request privately, always providing that the principle of equal availability of information to all Bidders shall not be breached.
- 15.6. If LHC considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will immediately inform the Bidder who has submitted it. The Bidder must thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. LHC will deem that the question or request has been withdrawn if LHC is not contacted in writing within 3 (three) working days following informing the Bidder as referred to above.

16. Tender Validation

- 16.1. If LHC is required to validate one or more responses of one or more Bidders, this shall be carried out by using electronic means.
- 16.2. The results of the validation enquiry shall not be scored separately, but answers shall be evaluated to confirm or adjust up or down scores awarded during the Invitation to Tender final evaluation stage in respect of the prices provides in Section F of the Invitation to Tender.
- 16.3. Bidders are to note that the validation process shall only be operated where LHC determines, at its entire discretion, that further clarification of any part of the tender is required in respect of one or more Bidders' submissions.

17. Evaluation of products or services offered

- 17.1. LHC may at its discretion reject any or all of the services solutions offered by a Bidder if evaluation indicates failure to conform to the minimum or supplemented requirements of Specification.
- 17.2. LHC reserves the right to request the application of other evaluation procedures and the submission of other performance verification and Third Party Accreditation, if necessary, to verify the requirements of any services solutions offered in your submission.

18. Due Diligence undertaken by LHC before awarding the framework

- 18.1. LHC uses the following ratios to evaluate each Bidder's financial status:
 - **Turnover:** this is calculated as twice the typical value for projects called off this framework. If a company's turnover exceeds £20,000(individual services) then it passes this ratio;
 - **Profitability:** this is calculated as profit after tax but before dividends and minority interests. If a company makes a profit, then it passes this ratio; and
 - **Liquidity:** this is calculated as current assets and work in progress, divided by current liabilities. If the answer is greater than one, then it passes this ratio
- 18.2. Where two out of three of the ratios cannot be met LHC reserves the right to undertake its own detailed financial assessment of the Bidder in order to ascertain to its own satisfaction the financial and economic standing and robustness of the organisation of the Bidder and also, where applicable, the Parent/Holding Company and its subsidiaries.
- 18.3. To this end, LHC reserves the right to request up to date financial information of all Bidders, parent companies and holding companies to carry out a financial evaluation. LHC may also review independent reports from Equifax, Dunn & Bradstreet, Creditsafe or similar credit risk agencies.
- 18.4. The assessment will be undertaken to utilize a UK standard format based on information extracted from the Profit and Loss and Balance Sheets of the Bidders accounts covering:
 - Turnover
 - Pre-tax profit
 - Fixed assets
 - Stocks and services in progress
 - Current liabilities
 - Total current assets

- Net current assets or liabilities
 - Inter-company liabilities (if applicable)
 - Inflows and outflows of cash
 - Information from the Bidder's Bankers
- 18.5. LHC further reserves the right to seek additional financial information from Bidders and to take this into consideration in the financial assessment process and also to obtain independent assessments on the financial information provided by the Bidder, or where applicable the Parent/Holding Company, and take this into consideration in the financial assessment.
- 18.6. Financial assessments that may be carried out are:
- Debt to Equity: Long term debt / Shareholders' funds %
 - Net assets
 - Sufficiency of reserves
 - Levels of ratios in comparison to the industry sector
 - Satisfactory audit report
- 18.7. In the event the information raises doubts as to the financial stability of the Bidder, and the Bidder is unable to satisfy LHC on the issues raised, then the company will not be considered for appointment.
- 18.8. If, as a result of the evaluation of financial due diligence, LHC determines that members may require a parental or bank guarantee for defined value larger contracts to ensure that there are sufficient funds in the relevant company to meet the financial obligations of a call-off contract, this shall be stated in the award notice.

19. Rejection of Tenders

- 19.1. LHC shall reject a tender, without prejudice to any other civil remedies available to LHC or any criminal liability the Bidder may attract, if the Bidder:-
- a) fixes or adjusts the price shown in its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other tender; or
 - b) communicates to any person other than LHC the amount or appropriate amount of the prices shown in its Tender, except where such communication is made in confidence in order to obtain quotations necessary for Insurance, Guarantee Undertaking; or
 - c) agrees with any other person that such other person shall refrain from submitting a tender or shall limit, restrict or reduce the prices to be shown by any other Bidder in its tender; or
 - d) offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or for causing or having caused to be done any act of omission in relation to any other Bidder or any other persons proposed Tender.
 - e) has a conflict of interest in the conduct of procurement procedures, in particular 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.
- 19.2. In addition, Bidders' attention is drawn to the Public Procurement Regulations relating to grounds for rejection of Economic Operators and the grounds for exclusion from the Tender process.

20. LHC's right to reject

- 20.1. The issue of this ITT and Offer Document does not commit LHC to conclude the Framework pursuant to this Tender process and LHC shall be able, in its sole discretion, to withdraw from the procurement process at any time or to amend, add, omit or revise any part or all of the procurement.
- 20.2. LHC may (but shall not be obliged to), at its discretion but always acting proportionately and in accordance with the law, deselect a Bidder if:
- a) the Tender is incomplete, misleading or inaccurate;
 - b) the Tender is not submitted as stated and required by LHC which therefore makes a Tender 'not compliant' for evaluation and full consideration by LHC. The Bidder is to note that this applies to both Quality and Price or Cost.
 - c) the Bidder seeks to negotiate.
 - d) the Bidder makes material changes to, or (in LHC's opinion) a material change takes place in respect of, any aspect of either their Pre-Qualification submission or Tender unless substantial justification can be provided to the satisfaction of LHC.
- 20.3. LHC further reserves the right to reject or disqualify a Bidder where there is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Tender.

21. Standstill

- 21.1. The appointment of companies and the conclusion of the Framework will be subject to a Standstill Period of not less than 10 (ten) days.

22. Debriefing

- 22.1. Following identification of the preferred Bidders who have been invited to become a party to the Framework in respect of each of the Lots, a debriefing will be available to all successful and unsuccessful Bidders on request.

23. Insurance

- 23.1. Successful Bidders are required to have in place the following insurances as described in the Contract Notice for this Framework and in Section D and Section F of this ITT:
- Public / Third Party Liability Insurance.
 - Employers Liability Insurance
 - Professional Indemnity Insurance
 - Product Liability Insurance
- 23.2. Copies of all Certificates in respect of the Insurances are to be provided by the Bidders and submitted with their tenders or provided by successful Bidders prior to award.

24. Acknowledgement of receipt of ITT and Offer Document

- 24.1. By accessing the tender documents at <https://procontract.due-north.com> the Bidder acknowledges receipt of the complete ITT and Offer Document.
- 24.2. Companies receiving this ITT must be aware and acknowledge that if subsequently appointed to the Framework, it will be the responsibility of all Directors, Employees, Agents

and sub-contractors of the Appointed Company to deliver call-off projects awarded under the Framework in full accordance with the terms, conditions and specifications described in this ITT, and to proactively promote best practice to all LHC Clients.

- 24.3. The fact that your organisation has been invited by LHC to submit a Tender cannot be construed in any way that the Bidder has satisfied LHC upon all the elements raised in the Application submitted by your organisation.

END