



## Request to Participate - Instructions and information for A2Dominion JV Procurement

On behalf of

**A2Dominion Group**

Prepared by

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Date: 19 July 2022





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# 1 Instructions and information

## 1.1 Introduction

- 1.1.1 By a Contract Notice placed in the 'Find A Tender Service' (FTS) (the Notice), A2DG invited Expressions of Interest from suitably qualified and experienced delivery partners (**Candidates**) in relation to entering into an agreement to be a partner in a Housing Maintenance Joint Venture for A2D's London Region.
- 1.1.2 The procurement of partner to enter into the Joint Venture arrangement (the **Partner**) is being carried out in accordance with "Competitive Dialogue Procedure" of the Public Contracts Regulations 2015 (PCR). However; the client reserves the right to cancel this procurement process at any point and may decide not award part or parts of the contract or not award a contract upon completion of the process. Further details relating to the procurement and to A2DG is set out in the Memorandum of Information set out on the Portal.
- 1.1.3 Please refer to Part 7, at the end of this document, for further information on the procurement process.
- 1.1.4 The works and services to be delivered by the Joint Venture will include the delivery of responsive repairs, void refurbishment works, electrical inspections and remedial works resulting for fire risk assessments to properties owned and managed by A2DG, as further detailed in the Memorandum of Information set out on the Portal.
- 1.1.5 The successful Partner shall deliver a high quality service offering value for money to residents and also provide and secure continuous improvements across all of the works.
- 1.1.6 As part of this Joint Venture the Partner may be required to work in partnership with other contractors/service providers, stakeholders and Consultants employed by A2DG. This requirement is to be developed by A2DG and the appointed Partner.
- 1.1.7 The anticipated period for the delivery of the Programme will be over a ten years and six months initial term (extendable by up to sixteen years until 2050).

## 1.2 Vision and Values

- 1.2.1 Our vision is to improve people's lives through high quality homes and services. Whilst we take a commercial approach to housebuilding, we reinvest all of our profits into building more new homes and supporting the communities where we work.
- 1.2.2 We have a set of values which:
- determine how we work, how we achieve our vision and strategic objectives, and how we fulfil our purpose
  - underpin our purpose, vision, mission and strategy
  - drive our behaviours and culture and, therefore, our performance
- 1.2.3 Caring by nature: We put people at the heart of everything we do. We treat everyone as individuals and always seek to do the right thing.
- 1.2.4 Working better together: We collaborate, creating opportunities to innovate and improve. We empower people to achieve great results together and we take responsibility for our actions.
- 1.2.5 Thinking for tomorrow: We understand and anticipate people's long-term needs and expectations. We take care to manage the lasting impact we have on everything around us.

### 1.3 Form of Joint Venture

- 1.3.1 The selected Service ProviderPartner will enter into a Joint Venture in accordance with the ACA Standard Form of Contract for Term Partnering (TPC 2005 – Amended 2008) published by The Association of Consultant Architects Ltd. (ACA) incorporating A2DG's amendments and Special Terms. The amendments and Special Terms are designed to give A2DG and the Partner greater certainty in a number of areas. The Form of Joint Venture and the amendments and Special Terms will be set out in Document 2 of the Invitation to Submit an Initial Tender. The Partner will also enter into a Specialist Term Partnering Agreement (STPC) for the provision of works and services by the Partner to the Joint Venture.

### 1.4 Joint Venture information and lotting

- 1.4.1 Candidates are to note that this opportunity is not divided into lots. A brief summary of the Joint Venture is provided below:

Description	Procurement of Housing Maintenance Joint Venture for the London region
Properties	Approximately 38,000 properties
Estimated value	Approximately £16,700,000.00 per annum (inclusive of VAT, but excludes any future inflation related costs)
Appointment	One Service ProviderPartner, subject to award.

- 1.4.2 Further details will be provided in Document 1, Part 2 of the Request to Participate documents.

### 1.5 Procurement timetable

- 1.5.1 An outline of the timetable for the selection of a Service Provider is set out in Table 1 below:

Stage	Task	Indicative date
Notice	Publish Notice and documents	19/07/2022
PAS	Clarification deadline	12:00:00 on 18/08/2022
	Return date	12:00:00 on 26/08/2022
	Evaluation period	28/08/2022 until 08/09/2022
	Provide feedback to Candidates	21/09/2022
Invitation to Participate in Dialogue	Request to submit proposals for dialogue	23/09/2022
	Return Date	12:00:00 on 28/10/2022
	A2D to review Proposals	24/10/2022
Dialogue	Dialogue period	07/11/2022 until 08/12/2022
Final Tender	Issue of Invitation to Submit a Final Tender documents	04/01/2023
	Clarification deadline	01/02/2023
	Return Date	12:00:00 on 08/02/2023

Stage	Task	Indicative date
	Evaluation period starts	09/02/2023
	Evaluation period ends	06/03/2023
Feedback	Provide feedback to Tenderers	14/04/2023
Award and mobilisation	Mobilisation	25/04/2023
	Place Award Notice	20/04/2023
	Joint Venture commence	02/10/2023

Table 1 - Proposed procurement timetable

1.5.2 It should be noted that the appointment of the Partner will be subject to the Standstill Period and client approval.

1.5.3 Candidates are to note that the timetable set out in paragraph 1.5.1 is subject to variation by A2DG.

## 1.6 Scope of Works

1.6.1 Whilst full details of the extent and nature of the Programme required will be set out in the Invitation to Participate in Dialogue (ITPD), initial information on the Programme required by A2D is as follows and also as set out in the appended Memorandum of Information:-

1.6.2 The service element of the Programme will predominately cover the management of responsive repairs and maintenance covering all trades, as well as works to relet properties, including the management of the joint venture's staff. Electrical testing and remedial works resulting for fire risk assessments will also form part of the Programme. In addition, the Partner will procure goods, materials and sub-contractors, via their supply chain. The Partner will work with A2D to provide innovative solutions.

1.6.3 Scope of Works and Services to be Managed - Repairs may include, but are not restricted to:

- i. General building works,
- ii. External works, fencing and gates,
- iii. Drainage works,
- iv. Concrete repairs,
- v. Brick and block works,
- vi. Roofing works,
- vii. Scaffolding erection,
- viii. Woodwork repairs,
- ix. Metalwork repairs,
- x. Plasterwork repairs
- xi. Floor and ceiling finishes,

- xii. Painting and decorating works,
- xiii. Glazing works,
- xiv. Plumbing works,
- xv. Repairs resulting from Fire Risk Assessments,

1.6.4 Relet works may include but are not restricted to:

- i. General building works,
- ii. Repairs to kitchen units / worktops,
- iii. Repairs to Sanitary-ware,
- iv. Drainage works,
- v. Brick and block works,
- vi. Woodwork repairs,
- vii. Metalwork repairs,
- viii. Plasterwork repairs
- ix. Floor and ceiling finishes,
- x. Painting and decorating works,
- xi. Glazing works,
- xii. Plumbing works,

1.6.5 Electrical Testing and any associated repairs.

1.6.6 The following works and services will not be included within the scope of the Programme :

- i. Gas servicing
- ii. Lifts
- iii. Communal boilers

1.6.7 A2Dominion also reserve the right to undertake an element of planned refurbishment and other cyclical works via the Joint Venture arrangement, but there is no guarantee of such works. Planned preventive works arising from responsive repairs may also be undertaken via the arrangement.

1.6.8 The JVs will also provide an “out of hours” emergency repairs service as part of these arrangements. A Call/Repairs Centre may not form part of the JVs, as this service may be provided by the Contracting Authorities to the joint ventures, and A2DG intends to discuss the provision of the Call/Repairs Centre during the dialogue stage. A2DG may also provide services to the JVs including back office services. Further information is also provided in the memorandum of information and such items will be subject to dialogue.

## 1.7 Step in Rights

- 1.7.1 A2DG require the ability for the two Joint Ventures (South and London) to have step in rights to each other in the event of insolvency or other service failure. Please refer to the Contracts for further details of when and how this would apply.

## 1.8 Award of the Joint Venture

- 1.8.1 It is the intention of A2DG that a maximum of one Service ProviderPartner will be appointed to the Joint Venture.
- 1.8.2 It is intended that the Joint Venture will commence in October, 2023 with an initial term of ten years and six months with the option to extend the term by two further periods of eight years each, at A2DG's sole discretion and , subject to satisfactory reviews based upon performance and quality of service and delivery. The maximum duration of the Joint Venture is therefore twenty-six years and six months.
- 1.8.3 The selection criteria are provided in Document 1, Part 2 of the SQ Tender documents.

## 1.9 Transfer of Undertakings (T.U.P.E.)

- 1.9.1 A2DG anticipates that the Business Transfers Directive 2001/23/EC as implemented by the Transfer of Undertakings (Protection of Employment) Regulations 2006, may apply to the transfer of personnel from the current JVCo and/or the current JV Partner under this procurement. A2DG's detailed requirements will be set out in the Contract Documents and further information relating to TUPE will be made available for Candidates in due course.

## 1.10 Format of the Request to Participate documents

- 1.10.1 The Request to Participate (PAS) documents have been prepared to assist Candidates in the preparation of their response.
- 1.10.2 The documents are structured as follows:

<b>Document 1</b>	<b>Instructions and Information</b> (this document) Part 1 Instructions and information Part 2 Evaluation and selection process Part 3 Scoring matrix for the technical elements Part 4 Elemental breakdown for the scoring Part 5 Exclusion grounds - Mandatory exclusions Part 6 Exclusion grounds - Discretionary exclusions Part 7 Information on the procurement process
<b>Document 2</b>	<b>Document not used</b>
<b>Document 3</b>	<b>Request to Participate Response Document</b> Part 1 C1 - Supplier identity, key roles and contact information Part 1 C2 - Financial information Part 1 C3 - Public Sector procurement Part 1 C4 - Health and safety: policy and capability Part 2 O1 - Equal opportunity and diversity policy and capability Part 2 O2 - Environmental management policy and capability Part 2 O3 - Quality management policy and capability Part 3 Q5 - Declaration

## Part 3 Q6 - Supplementary/additional questions

- 1.10.3 Candidates are advised to check that they have received all the documents listed in the paragraph above. In the event that any of the documents have not been received then the Candidate must immediately notify A2DG's Procurement Agent, Faithorn Farrell Timms, in writing at the contact email address as set out in paragraph 1.15.4i.
- 1.10.4 Also available to download from the portal is a draft version of the ITPD Submit an Initial Tender (ISIT), which consists of the following documents:
- Document 1 – Instructions and information
  - Document 2 – Information specific to the Joint Venture
  - Document 3 – Submission and Response
- 1.10.5 The ISIT ITPD documentation has not been provided at this stage. However, a Memorandum of Information has been provided on the Portal and Candidates are advised to review and familiarise themselves with the requirements of the Joint Venture and the evaluation process that will be undertaken before submitting a response to this PAS at this stage. Please refer to Part 7 of this document for further information.
- 1.10.6 Candidate's submissions, at this stage, must include the following:
- i. **Document 3:** With all green cells fully completed and submitted in Excel format.
  - ii. **Parts 1 and 2 of Document 3:** Any supporting information to support the responses to Parts 1 and 2. Please refer to this check list for a summary of all the supporting information which may be required, in addition to the check list provided in Document 3.
  - iii. **Part 3 - Section 5 of Document 3 (Declaration):** Must be signed, in accordance with the instructions outlined in paragraph 1.16.4 of this Document 1, and returned as a PDF document.
  - iv. **Part 3 - Q6 of Document 3:** Please submit one Word document per question for your response to the questions in Part 3 - Q6. The Word document should include any appendices, where applicable and requested within the question. Please see 1.23.9 of this Document 1 for further details on how to present the responses.

**A2DG reserves the right to reject any submission that does not comply with these requirements.**

### 1.11 Information to Candidates

- 1.11.1 A2DG reserves the right to amend, add to, omit from, revise or withdraw all or any part of this procurement during the procurement exercise.
- 1.11.2 A2DG also reserves the right to terminate this procurement exercise at any time.
- 1.11.3 Candidates who are not subject to UK law or jurisdiction on any matters carried by this procurement should substitute the appropriate equivalent of their own national legislation or Codes of Practice. Copies of any UK legislation mentioned in these documents may be obtained from the HMSO Publication Centre.
- 1.11.4 It should be noted that where the word 'Candidate' is used in these documents, the term includes a Group of Candidates e.g. a Consortium.



- 1.11.5 Information supplied by A2DG (whether in these Documents or otherwise) is provided for general guidance in the preparation of the submission. The Candidate must satisfy themselves as to the conditions affecting the supply and cost of labour, the availability and prices of materials and all other conditions of the locality in which the works which are the subject of the Joint Venture are to be carried out insofar as the same might affect their submission / tender.
- 1.11.6 Candidates must satisfy themselves by their own investigations with regard to the accuracy of any information provided by A2DG, its servants or agents.
- 1.11.7 Candidates are to note that A2DG shall not be held responsible or liable for any inaccurate information obtained by any Candidate whether from a servant or agent of A2DG or otherwise and whether or not the inaccuracy is due to want of care on the part of A2DG, its servants or agents.
- 1.11.8 Candidates will be deemed to have informed and satisfied themselves as to the extent of the contract area, the types of property managed by A2DG at which works and services may be required. In addition, Candidates are to satisfy themselves as to the types of properties covered by this contract. Candidates are to note that no claims for additional costs, expenses or increases in prices will be accepted by A2DG as a failure on the part of the Candidate to comply with the matters set out in this sub-paragraph. Candidates' attention is also drawn to the content and requirements set out in paragraph 1.11.9 below.
- 1.11.9 Should any additions or alterations to any Document or the provision of further information appear to A2DG to be desirable to be provided prior to the date for submission, such information will be issued to Candidates in writing and any document thereby modified shall have affect as modified.
- 1.11.10 Candidates 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 the procurement process and also in respect of the Joint Venture.
- 1.11.11 Paragraph not used
- 1.11.12 Candidates should note that:
- i. No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to any other part of the documentation.
  - ii. Submissions must not be qualified in any way and must be submitted strictly in accordance with this document, including these instructions. Submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the submission equivocal and/or placing it on a different footing from other submissions.
  - iii. Additional content and appendices containing materials and documentation to that requested such as brochures, marketing literature, case studies or project histories, unless specifically requested, will not be considered as part of the submission and will be disregarded in the assessment and evaluation.

## 1.12 Confidentiality

- 1.12.1 This documentation and any related and supporting information provided by or on behalf of A2DG must be treated by the Candidate as private and confidential.
- 1.12.2 The Candidate is not to disclose or release any information other than on a strictly confidential basis to those whom the Candidate needs to consult in the preparation or the submission of a bona fide tender.

- 1.12.3 Also, the Candidate should not disclose the fact that they are participating in this process or release any information and/or any related documents concerning the Joint Venture for publication in the press or on radio, television, screen or any other medium.
- 1.12.4 The Candidate warrants to A2DG that no document that it prepares as part of its procurement process and proposals shall infringe any Intellectual Property Rights. The Candidate shall retain Intellectual Property Rights in all documents that it prepares as part of its submission and A2DG shall not copy or use any such documents other than for the purpose of the evaluation and consideration of Candidates to be Invited to Submit an Initial Tender.
- 1.12.5 A2DG reserves the right to retain all documents and proposals submitted by Candidates throughout the whole of the period that tenders remain valid and open for acceptance.
- 1.12.6 Each Candidate undertakes to indemnify A2DG and to keep A2DG 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 clause.

### 1.13 Copyright

- 1.13.1 The copyright in this document is vested in A2DG and may not be reproduced, copied or stored in any medium without the prior written consent of A2DG and Faithorn Farrell Timms. The complete documentation, and any document issued as supplemental to it, are and shall remain the property of A2DG and must be returned upon demand.
- 1.13.2 No documentation must be passed to any other person, company, firm or other body. Should the Candidate be unable or unwilling to submit a response, the documentation is to be deleted and not stored in any way.

### 1.14 Electronic portal

- 1.14.1 Candidates are to note that this procurement process will be managed using the ProContract website. Therefore, all communications and submissions must be made via the stated website.
- 1.14.2 Any additional information or revised documentation will be uploaded to the website. If a question is raised, in accordance with clause 1.15 below, the response will be uploaded to the website. In either circumstance, the Candidate will receive email notification from ProContract advising them of this fact.
- 1.14.3 Candidates are therefore responsible for ensuring that they have received and considered all relevant information. Candidates are also to ensure that their submission is made using the most current version of the documentation.
- 1.14.4 A2DG or their Procurement Agent shall not be held responsible or liable for a Candidate's failure to receive/check correspondence received from the website or failure to check the website prior to submission.
- 1.14.5 Candidates are to further note that:
- i. Once the deadline has passed, the Postbox will lock and no additional submissions can be made or individual documents uploaded. Candidates should be aware that the site may be less responsive during periods of high activity and therefore it is recommended that Candidates allow sufficient time to upload and submit their response.
  - ii. If in the event that an electronic document becomes lost, damaged or corrupted, however caused, A2DG or their Procurement Agent shall not be held responsible or liable.

- iii. It will not be possible to detect any missing, damaged or corrupt documents until after the submission deadline. Candidates are to therefore ensure that all documents can be opened, are not corrupt and have been uploaded and submitted before the deadline.

Candidates are to further note the contents of clause 1.16 below when preparing and uploading their submission. If these instructions are not followed, A2DG reserves the right to reject the submission in accordance with clause 1.19.

## 1.15 Clarifications

- 1.15.1 In the event that any Candidate wishes to raise any query or seek clarification prior to submitting their response, then such queries or requests should be made by via the Question and Answers facility on the ProContract website. Candidates should also note the content of paragraph 1.15.4.
- 1.15.2 A2DG will endeavour to respond to all queries raised and requests made provided that these are received before 12:00 noon on Thursday 18 August 2022.
- 1.15.3 Responses to any queries or requests for information will be published on the Question and Answers facility on the ProContract website.
- 1.15.4 Candidates are to note that A2DG will not accept queries or requests other than as stated in paragraph 1.15.1 above and by the date stated in paragraph 1.15.2. This includes contact with the client's member of staff and doing so may invalidate your bid. The only exception to this is where a Candidate believes the question or request for clarification / further information is commercially confidential to them and should not be shared with other Candidates. In such instances, Candidates should follow the procedure set out below:
  - i. Candidates are to email their query, before the deadline stated above, in paragraph 1.15.2, to [procurement@effefftee.co.uk](mailto:procurement@effefftee.co.uk).
  - ii. It should be marked for the attention of Paul Smith and the subject of the email must state "T1-6762: Confidential query."
  - iii. At its absolute discretion A2DG through their Procurement Agent, may respond to such a specific request, privately, whilst ensuring the principle of equal availability of information to all Candidates is not breached.
  - iv. If A2DG considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification / further information on a confidential basis, it will immediately inform the Candidate who has submitted it. The Candidate must, as soon as practicable thereafter, confirming that the query has been withdrawn or can be treated as not confidential and responded to accordingly. A2DG will deem that the question or request for clarification / further information has been withdrawn if A2DG is not contacted in writing within 2 (two) working days following informing the Candidate as referred to above.

## 1.16 Submission of the Response

- 1.16.1 The Response shall be submitted in accordance with the requirements stated herein.
- 1.16.2 Candidates are to note that A2DG will evaluate all submissions to determine whether Candidates are suitably experienced and capable of undertaking the works required and will score and evaluate in accordance with the methodology set out in this document. Further information on the evaluation of the submissions is set out in part 2 of this document.

- 1.16.3 The Response, including all supporting documentation, is to be completed in black type and be in the English language. All financial sums and amounts must be in pounds sterling.
- 1.16.4 Signing of Forms/Declarations
- i. Where the Candidate is a Company, the Declaration must be signed by a Director. Where the Candidate is an individual, the Declaration must be signed by that named individual. Where the Candidate is a Partnership, the Declaration must be signed by at least one Partner on behalf of all the Partners.
- Note: A Declaration must also be submitted by each and of any organisations that a Candidate is relying upon to meet the selection criteria. These could be parent companies, affiliates, associates, or essential sub-contractors.
- ii. The Declaration must be physically signed or signed using an electronic signature. For the avoidance of doubt an 'electronic signature' constitutes a digital signature and therefore a typed name or an image of a scanned signature is not acceptable.
- 1.16.5 All costs, expenses and disbursements incurred as part of the of the preparation and submission are to be borne in full by the Candidate. This includes, where applicable, any interviews, site visits, negotiations, dialogue and, in the case of the acceptance of a tender, any clarification / pre-mobilisation discussions.
- 1.16.6 The Candidate is to note that their completed submission, including the responses to the Supplementary/additional Questions, is to be submitted utilising the ProContract' Postbox facility. A "Supplier User Guide – Postbox" is available on the ProContract website to assist your organisation when uploading your submission. If you require any assistance or have any queries, please contact Paul Smith at [procurement@effefftee.co.uk](mailto:procurement@effefftee.co.uk).
- 1.16.7 Candidates are to complete and submit Document 3 and all other supporting documentation, as an electronic upload to the ProContract website, in the manner stated below:
- i. Files should not exceed 10Mb.
  - ii. The only file types which will be accepted are: PDF, office files (version 2016 or earlier) i.e. Word, Excel, Project etc. and picture files i.e. jpeg, gif, bitmap, png etc. If you wish to submit any other file type, please contact Paul Smith at [procurement@effefftee.co.uk](mailto:procurement@effefftee.co.uk) before uploading your submission.
  - iii. All Forms/Declarations which require a signature must be signed in accordance with paragraphs 1.16.4 and submitted as a PDF copy.
  - iv. Please label all files using the description box available using the following format:  
  
 "T1-6762\_Your Company Name\_Question Number "  
  
 i.e.: T1-6762\_FFT\_Q6.1  
  
 Note: Your organisation's full company name is not required. Abbreviated or shortened names should be used, where possible.
  - v. The Candidate is fully responsible for ensuring that all files can be opened for consideration.
  - vi. The Candidate is to further note that it will not be possible to amend a submission once it has been submitted. The Candidate would need to resubmit before the deadline, if any changes/additional documentation are required.

vii. No submissions are able to be uploaded after the deadline as the ProContract' Postbox will not accept these. Therefore, no late submissions can be accepted.

1.16.8 Documents which are sent by post, fax or email will not be considered by A2DG and will be returned to the Candidate.

1.16.9 A2DG may, at its own discretion, extend the closing date and time stated in this document or as notified in writing to the Candidates.

1.16.10 A2DG will not consider requests for any extension of the closing date and time stated in writing by A2DG.

## 1.17 Consistency of information

1.17.1 A2DG has relied on the information provided by Candidates in response to the questions previously set out in the Construction prequalification questionnaire (PAS 91:2015) i.e. Document 3. If, following the submission deadline, any material changes occur, the Candidate must advise A2DG in writing as soon as practicable, in the form of an email to: [procurement@effeeftee.co.uk](mailto:procurement@effeeftee.co.uk) marked for the attention of Paul Smith.

1.17.2 If changes occur at any stage of the procurement process, the Candidate may be required to resubmit their PAS 91:2015 submission, including any supporting information. Any newly formed organisation may be required to re-submit the whole of the PAS 91:2015 submission, including any specific selection criteria.

1.17.3 A2DG reserves the right to evaluate the revised PAS 91:2015 submission, using the original evaluation criteria and further reserves the right to deselect the Candidate prior to any award of Joint Venture.

## 1.18 Rejection of Request to Participate

1.18.1 Paragraph not used

1.18.2 A2DG shall reject any Request to Participate, without prejudice to any other civil remedies available to A2DG or any criminal liability the Tenderer may attract, if the Tenderer:-

- i. Agrees with any other person that such other person shall refrain from submitting a Request to Participate; or
- ii. 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 Tenderer or any other persons proposed Request to Participate.

1.18.3 The Candidate's attention is drawn to parts 5 and 6 of this document relating to grounds for rejection of Economic Operators and the grounds for exclusion from the procurement process in compliance with Regulation 57 of the Public Contracts Regulations 2015.

## 1.19 A2SG's right to reject

1.19.1 The issue of the Notice in no way commits A2DG to award any Joint Venture pursuant to this procurement process and A2DG shall be able in its sole discretion to abandon the procurement process at any time.

- 1.19.2 A2DG may (but shall not be obliged) at its discretion but always acting proportionately and in accordance with the law to deselect a Candidate or Tenderer Group if:
- i. point not used
  - ii. the submission is incomplete, misleading or inaccurate;
  - iii. the submission is not submitted as stated and required by A2DG which therefore makes it 'not compliant' for evaluation and full consideration by the A2DG;
- 1.19.3 A2DG further reserve the right to reject or disqualify a Candidate where there is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the submission.

## 1.20 Insurance and security

- 1.20.1 Where a selected Service Provider is a subsidiary of another company, A2DG will require a Parent Company Guarantee executed as a deed by the Service Provider's ultimate parent company in respect of the Service Provider's performance or the provision of a Performance Bond. In their submission Candidates should confirm if such a Parent Company Guarantee or Performance Bond, in the requisite form and wording required by A2DG, will not be made available.
- 1.20.2 If a Parent Company Guarantee is not available, Candidates are required to confirm that they will provide a Contract Bond and the cost for providing this should be allowed for within the tendered rates.
- 1.20.3 Third Party / Public Liability Insurance: Candidates are required to have in place, or confirm that they will have in place prior to the commencement of the contract, Third Party / Public Liability Insurance in the sum of no less than £10,000,000.00 for each and every event, with the number of events unlimited.
- 1.20.4 Employer's Liability Insurance: Candidates are required to have in place, or confirm that they will have in place prior to the commencement of the contract, Employer's Liability Insurance in the sum of no less than £10,000,000.00 for each and every claim, in respect of all customary risks.
- 1.20.5 Professional Indemnity Insurance: Candidates are required to have in place, or confirm that they will have in place prior to the commencement of the contract, Professional Indemnity Insurance in the sum of no less than £5,000,000.00 for each and every claim.
- 1.20.6 Product Liability Insurance: Candidates are required to have in place, or confirm that they will have in place prior to the commencement of the contract, Product Liability Insurance in the sum of no less than £5,000,000.00 for each and every claim.
- 1.20.7 Candidates are required to confirm the level of insurances above in their response to Core Module 2 of Document 3. Failure to confirm that your organisation has (or can commit to obtain) the insurances at the required levels and the required terms will result in a "Fail" score being awarded and your organisation will be rejected from the procurement and your Request to Participate will not be considered further.

## 1.21 Small Business Enterprise and Employment Act 2015

- 1.21.1 Candidates are to note that A2DG is subject to the Small Business Enterprise and Employment Act 2015 (**SBEEA**). Under SBEEA, the Government's Public Procurement Review Service (the **PPRS**) is empowered to investigate concerns raised on the PPRS website about public sector procurement exercises. Contracting authorities are required to assist all investigations and to

provide relevant information and/or documents within 30 calendar days of a formal notice. This may require A2DG to disclose any information contained in any Request to Participate submitted by Candidates.

- 1.21.2 By submitting a Request to Participate, the Candidate acknowledges and agrees that A2DG has complete discretion in deciding whether such documents and/or information should be disclosed under SBEEA (even where Candidates have identified certain information in their submissions as confidential) and the Candidate agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.

## 1.22 General Data Protection Regulation

- 1.22.1 Candidates should be aware that the new General Data Protection Regulation (GDPR) came in to force on 25 May 2018. This replaced the Data Protection Act 1998.
- 1.22.2 The GDPR contains many of the principles included under the Data Protection Act 1998 but new additions to the legislation include:
- Strengthened control rules
  - Improved access to data
  - Data portability
  - Profiling
  - New right “to be forgotten”
  - Notifying data breaches to the Information Commissioner within 72 hours
  - Impact assessment for high-risk data processing.
- 1.22.3 Candidates must ensure compliance with the GDPR at all times.

## 1.23 Completion of Document 3

- 1.23.1 Document 3 forms the Response Document for this procurement and includes the Construction prequalification questionnaire (PAS 91:2015).
- 1.23.2 Document 3 should be fully completed and returned in accordance with the instructions set out in this document and **must** be returned in Excel format.
- 1.23.3 All supporting information should also be submitted complete. A list of the possible supporting information is detailed in the check list at the end of Document 3.
- 1.23.4 Candidates are advised that all parts of the spreadsheet are protected. The exception to this are the cells which Candidates are to complete. These cells are highlighted in green for ease of reference and all green cells must be completed. The colour of these cells will change to orange when successfully completed.
- 1.23.5 Cells which are highlighted in grey do not require a response.
- 1.23.6 The contents page provides a summary of which tabs are ‘incomplete’ or ‘complete.’ Candidates should ensure that no tabs are ‘incomplete’ when submitting. Incomplete submissions may be rejected in accordance with clause 1.19.2i of this document i.e. the submission is incomplete, misleading or inaccurate.
- 1.23.7 Part 1: Candidates are to note the requirements below when responding the questions set out in Part 1 (Potential Supplier Information):

- i. C1.Q4 queries if “Registration number, if registered with Companies House or equivalent.” However; as the Joint Venture will include the delivery of Procurement of Housing Maintenance Joint Venture for the London region responsive repairs and void refurbishment works to properties owned and managed by A2DG, it is also a requirement that Candidates demonstrate they are members of the following organisation(s):

- Constructionline
- CHAS
- NICEIC
- Gas Safe
- BM Trada or equal approved

Therefore the response to C1.Q4 should also make reference to the above.

Candidates that are not members of the above organisation(s) will be rejected in accordance with Regulation 58 of the PCRs on the basis that the Candidate does not meet the requirements for participation.

1.23.8 Paragraph not used

1.23.9 Part 3 - Q6: Candidates are to further note the requirements below when preparing responses to the Supplementary/addition Questions. Any responses which do not meet the requirements below may be rejected in accordance with clause 1.19.2iii of this document i.e. it is not submitted as stated and required by the client:

- i. Paragraph not used
- ii. Paragraph not used
- iii. No promotional literature or information is to be provided as part of a response unless specifically requested in a question or sub-question.
- iv. Candidates may present their responses to the technical questions in their own format, provided the following criteria is met:
- adheres to the word count (see paragraph v below for further guidance)
  - one Word document for each question, include any appendices that have been specifically requested (see paragraph vi below for further guidance);
  - sub-question numbering is stated;
  - portrait layout for the main body of text;
  - page margins are at least 1.5 cm
  - font type Arial and pitch size 12; and
  - 1½ line spacing;
- v. Candidates' attention is drawn to the fact that if the word count specified for each set of sub-questions (question) must not be exceeded. The word count is deemed to include:
- All text will be included in the word count except for the sub-question numbering (and the wording, should Candidates' decide to include this) and any appendices which have been requested;
  - Any words in table format will be included;



- Footnotes will be included, although it is not recommended that these are used; and
  - Any quotes from clients or customers will be included
- vi. If an appendix is requested, it may be included at the most appropriate place within the response and does not necessarily need to be included at the end of the response. It is envisaged that appendices should be in the form of an organogram, programme or a small, relevant screenshot extracts from a standard policy document. Appendices will not be included within the word count and therefore should not be text-based, such that it could be construed as increasing the length of the response.
  - vii. Charts, diagrams, pictures, etc. may also be included in the response to enhance the text response. Candidates should refer to paragraph v above when considering what to include and whether or not this will be included in the word count.
  - viii. Should the word count be exceeded, the marking panel will only read the response up to the last word included within the word count and the score for each sub-question of the given question will be based upon the information provided within the given page limit.
  - ix. For example, if a question had a word count of 1000 words and a Candidate submitted 1500 words, then the marking panel will read the first 1000 words and arrive at their scores based on those first 1000 words only.
  - x. Candidates' attention is also drawn to the fact that the marking panel will score the response to each sub-question based on the information provided under that given sub-question. The marking panel will not use information provided in other questions or sub-questions to aid them when formulating the score they arrive at, unless specific cross references are made. This process will apply to all questions and sub-questions.

1.23.10 Candidates are reminded that the submission must include the following:

- i. **Document 3:** With all green cells fully completed and submitted in Excel format.
- ii. **Part 3 - Q5 of Document 3 (Declaration):** Must be signed, in accordance with the instructions outlined in paragraph 1.16.4 of Document 1, and returned as a PDF document.
- iii. **Parts 1 and 2 of Document 3:** Any supporting information to support the responses to Parts 1 and 2. Please refer to this check list for a summary of all the supporting information which may be required, in addition to the check list provided in Document 3.
- iv. **Part 3 - Q6 of Document 3:** Please submit one Word document per question for your response to the questions in Part 3 - Q6. The Word document should include any appendices, where applicable and requested within the question. Please see 1.23.9 of Document 1 for further details on how to present the responses.

**A2DG reserves the right to reject any submission that does not comply with these requirements.**

1.23.11 Completion by a Tendering group or Consortium

- i. The Consortium/Group lead should complete all of the questions on behalf of the Consortium and/or any sub-contractors. The Consortium lead should make it clear who the lead member of the Group is, and who will be contractually responsible for delivery of the Joint Venture.
- ii. A2DG reserves the right to require members of the Group to assume a specific legal form, if awarded the Joint Venture, if considered necessary for the satisfactory performance of the

Joint Venture. Where the Group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV) or Consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. They should also provide the name for the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific Joint Venture.

- iii. Tendering groups/Consortiums should further note that they are required to inform A2DG, via their Procurement Agent, of updates to the proposed arrangement or bidding model, as soon as possible. If any changes occur at any stage of the procurement process, the Tendering group/Consortium may be required to resubmit their self-declaration of the exclusion grounds (Part 1 to Part 3 of the Construction prequalification questionnaire) for any new organisation, including any specific selection criteria.
- iv. A2DG reserves the right to evaluate the revised submission, using the original evaluation criteria and further reserves the right to deselect the Group or Consortium prior to any award of Joint Venture.

## 2 Evaluation and selection process

### 2.1 Evaluation of Document 3

2.1.1 All submissions will be assessed in accordance with the selection criteria set out in this part of Document 1.

2.1.2 A2DG will assess all submissions in the order set out below:

- i. Firstly, each submission will be reviewed to ensure that it is complete and has complied with all of the instructions set out in this document. Submissions will also be reviewed to ensure that they have not been qualified in anyway. A2DG reserves the right to reject any incomplete, misleading or inaccurate submission, in accordance clause 1.19.2 of this document. Candidates are to note that this stage of the assessment will **not** include an evaluation or scoring of the submitted responses to the questions in Document 3 (Part 3 - Q6); however, these will be reviewed to ensure a full response has been submitted.
- ii. Candidates' signed Declaration (Part 3 - Q5 of Document 3)
- iii. Candidates' economic and financial capacity.
- iv. Candidates' responses to Parts 1 and 2 of Document 3.
- v. Technical evaluation - assessment, by A2DG, of Candidates' responses to the questions in Part 3 - Q6.

Note: Candidates will only be progressed to each subsequent stage of evaluation where A2DG is satisfied that the responses have met the required minimum standards set out in the preceding stage. Requests to Participate which are not progressed to a subsequent stage will be rejected in accordance with clauses 1.18 and 1.19.

2.1.3 Candidates are to note that A2DG wishes to ensure that only suitably qualified and experienced organisations are considered for the Joint Venture.

2.1.4 Therefore, following the assessment of Candidates' responses to the questions set out in Part 3 - Q6, only the Candidates who have been shortlisted following the evaluation of the Requests to Participate will be Invited to submit proposals for dialogue and attend the dialogue sessions.

2.1.5 A2DG will approach the whole evaluation process in an equitable, transparent and auditable manner.

### 2.2 Stage 1 of the evaluation

2.2.1 As stated above, the first stage of the evaluation will be a review of each submission to ensure that it is complete and has complied with all of the instructions set out in this documentation.

2.2.2 Each submission will also be reviewed to ensure that it has not been qualified in anyway.

2.2.3 A2DG reserves the right to reject any incomplete, misleading or inaccurate submission, in accordance clause 1.19.2 of this document.

2.2.4 Candidates are to note that this stage of the assessment will **not** include an evaluation or scoring of the technical or price submission. However; these elements will be reviewed to ensure completeness.

## 2.3 Stage 2 of evaluation (Declaration)

- 2.3.1 Candidates will be required to complete the Declaration included in Document 3. The fully completed Declaration is to be returned as an integral part of the Request to Participate submission. Should it not be returned correctly completed, or in the event that a Candidate fails to return a signed Declaration, the Request to Participate will be rejected in accordance with clauses 1.18 and 1.19 of Part 1 of this document and the Candidate will not be considered any further.

## 2.4 Stage 3 of evaluation (Economic and Financial Standing)

- 2.4.1 If a Candidate, or Group of Candidates, passes stages 1 and 2 of the evaluation then A2DG will undertake an evaluation of Candidate's or Group's economic and financial standing using the information provided in response to Part 1 - C2 of Document 3.
- 2.4.2 Candidates, who do not meet the minimum turnover per annum, of £33,400,000.00 will be further scrutinised and may be required to submit further evidence to demonstrate that they can deliver the works required by A2DG, before being progressed to the next stage of the evaluation.
- 2.4.3 Minimum Level of Economic and Financial Standing and its Evaluation Criteria:

- i. This is a significant procurement for A2Dominion and potential bidders. In order to ensure the proper conduct of the procurement procedure, A2Dominion will apply the following evaluation criteria to assess the minimum level of economic and financial standing. A Candidate's Economic and Financial standing will be calculated as follows:

- a. **Profitability last year** - This is the measure of the profits in the last relevant financial year divided by the turnover. Profits is defined as "the Profit on Ordinary Activities after tax." The score is:

Profitability	Score
Deficit of over 10.0%	-2
Deficit of between 0.0% and 10.0%	-1
No surplus	0
Surplus from 0.0% to 0.99%	1
Surplus from 1.0% to 2.99%	2
Surplus from 3.0% to 4.99%	3
Surplus between 5.0% and 9.99%	4
Surplus over 10%	5

- b. **Profitability Growth** - This is the measure in the growth of profits over the two-year period and is calculated by dividing the movement between the first year and last financial year by the profits in the first year. Profits is defined as "the Profit on Ordinary Activities after tax". The score is:

Profitability Growth	Score
Decrease over 10.0%	-2
Decrease between 0.0% and 10.0%	-1
No increase	0
Increase from 0.0% to 4.99%	1
Increase from 5.0% to 9.99%	2

Increase from 10.0% to 19.99%	3
Increase from 20.0% to 29.99%	4
Increase of over 30%	5

- c. **Growth in turnover** - This is the measure in the growth of turnover over the two-year period and is calculated by dividing the movement between the first year and last financial year by the turnover in the first year. This is to manage the risk of overtrading. The score is:

Turnover growth	Score
Decrease over 10.0%	-2
Decrease between 0.0% and 10.0%	-1
No increase	0
Increase from 0.0% to 4.99%	1
Increase from 5.0% to 9.99%	2
Increase from 10.0% to 19.99%	3
Increase from 20.0% to 29.99%	4
Increase from 30.0% to 49.99%	5
Increase from 50.0% to 74.99%	4
Increase from 75.0% to 99.99%	3
Increase over 100.00%	2

- d. **Liquidity** - Liquidity - This is the ability to service short term liabilities with the quick assets as per the financial statements. Quick assets are being measured as current assets less stock less prepayments. The score is:

Liquidity	Score
Less than 0.49	-5
Between 0.5 and 0.74	-3
Between 0.75 and 0.99	-1
Between 1.00 and 1.09	1
Between 1.10 and 1.19	2
Between 1.20 and 1.39	3
Between 1.40 and 1.50	4
Over 1.50	5

- e. **Debt Ratio** - This is the measure of the current and fixed assets excluding the intangible ones compared to the short term and long-term creditors including provisions. The score is:

Debt Ratio	Score
More than 2.0	-5
Between 1.75 and 1.99	-3
Between 1.50 and 1.74	-1
Between 1.00 and 1.49	0

Between 0.99 and 0.90	1
Between 0.75 and 0.89	2
Between 0.74 and 0.6	3
Between 0.5 and 0.59	4
Less than 0.5	5

- f. **Contract Turnover** - This is to compare the current turnover of the contractor to the expected annual contract value. The measure is that the estimated annual contract value of £16,700,000.00 is divided by the annual turnover.

Contract Turnover	Score
More than 1.0	-5
Between 0.8 and 0.99	1
Between 0.7 and 0.79	2
Between 0.6 and 0.69	3
Between 0.5 and 0.59	4
Less than 0.5	5

- g. **Credit Score** - A post score by a credit agency will be scored. The credit agency will be Dun & Bradstreet. The following two criteria will be used to evaluate the Credit score:

Probability of Failure		
Description	Indicator	Pass/Fail
Minimal risk	1	Pass
Low risk	2	Pass
Slightly greater than average risk	3	Pass
Significant level of risk	4	Fail
Insufficient information to assign a risk indicator	-	Fail

Delinquency Score		
Description	Indicator	Pass/Fail
Minimal risk	1	Pass
Low risk	2	Pass
Slightly greater than average risk	3	Pass
Significant level of risk	4	Fail
Insufficient information to assign a risk indicator	-	Fail

The score will then be calculated as follows:

Outcome	Score
Probability of failure – Pass Financial Strength Indicator - Pass	5
Probability of failure – Pass Financial Strength Indicator - Fail	0
Probability of failure – Fail Financial Strength Indicator - Pass	0
Probability of failure – Fail Financial Strength Indicator - Fail	0

- ii. The Minimum Level of Economic and Financial Standing is achieved **when scoring 18 or above**. Any Candidate who fails to meet the Minimum Level of Economic and Financial Standing will be rejected from the procurement and their Request to Participate will not be considered further.
- iii. If a Candidate scores 0 on the Credit Score and has scored the lowest marks available for any one other ratio then the Candidate will also be rejected from the procurement on the basis that they do not meet the Minimum Level of Economic and Financial Standing.

2.4.4 A2DG reserves the right to scrutinise the financial information provided by each Candidate. If the information provided raises doubts as to the economic and financial standing of the Candidate, A2DG may seek further clarification from the Candidate. If the Candidate is unable to satisfy A2DG on the issues raised, A2DG may exclude the Candidate from the procurement process.

## 2.5 Stage 4 of evaluation (Construction prequalification questionnaire)

- 2.5.1 All Candidates must complete the relevant questions of Parts 1 and 2 of Document 3 and provide all supporting documentation, as required. This includes all of the PAS 91 Question Modules that are titled "Optional" Modules. The responses will be marked on a "Pass" or "Fail" basis, i.e. any missing documentation or any unsatisfactory responses to demonstrate 'self-cleaning' will be classed as a failure. A2DG reserves the right to request further information from Candidates should this be deemed Details of the grounds for exclusion from the procurement process and the criteria for the rejection of economic operators set out in Regulation 57 of the PCR are set out in parts 5 and 6 of this Document.
- 2.5.2 Failure to confirm that an organisation has adequate procedures in place (to the standard described in Core Module 4) (i.e. answering "No" to any of the relevant questions in Module 4), and failure to provide all of the requested information in Module 4 (unless a relevant exemption applies) will result in a "Fail" score being awarded and your organisation will be disqualified.
- 2.5.3 Failure to confirm that an organisation has adequate procedures in place (to the standard described in Optional Modules 1 to 4) (i.e. answering "No" to any of the questions in Optional Modules 1 to 4), and failure to provide all of the requested information in Modules 1 to 4 will result in a "Fail" score being awarded and your organisation will be disqualified.
- 2.5.4 Should Candidates fail to return a correctly completed Document 3, the Request to Participate will be rejected in accordance with clauses 1.18 and 1.19 of part 1 of this Document and the Candidate will not be considered further.
- 2.5.5 References to all required documents are also set out in the Check List set out in Document 3.
- 2.5.6 necessary. Where a Candidate receives a "Fail" score for any Pass / Fail question they will be rejected from the procurement and their Request to Participate will not be considered further.

- 2.5.7 As part of the evaluation process A2DG will consider the information provided by Candidates. A Candidate will be treated as ineligible and the submission rejected if they are found to be in breach of a matter for which Regulation 57 requires the exclusion of a Candidate.

## 2.6 Stage 5 of evaluation (Part 3 - Q6)

- 2.6.1 Candidates are to note that A2DG wishes to ensure that only suitably qualified and experienced organisations are considered for this procurement. Therefore, the written responses to the questions set out in Part 3 - Q6 of Document 3 will be evaluated by a panel of officers from A2DG, facilitated by their Procurement Agent (FFT). All panel members will be given instructions and a copy of each Candidate's response to the technical questions.
- 2.6.2 The Supplementary/additional Questions set out in Part 3 - Q6 of Document 3 are as shown in the table below. Candidates' responses to the Supplementary/additional Questions will be evaluated by A2DG and scored using the methodology set out in the remained of this clause:

Q.no	No. of sub-qs	Max marks
Q6.1	3.00	30.00
Q6.2	1.00	10.00
Q6.3	4.00	40.00
Q6.4	3.00	30.00
Q6.5	1.00	10.00
Q6.6	1.00	10.00
<b>Total:</b>		<b>130.00</b>

Table 2 - Breakdown of the evaluation of the Part 3 - Q6 questions

- 2.6.3 A breakdown of each question and any associated sub-questions, is set out in the next Part of this document, at Part 3
- 2.6.4 The elemental breakdown for the scoring matrix is set out in Part 4 of this document.
- 2.6.5 Each separate sub-question will be marked by each individual marker. In the event of a difference of more than two marks between individual markers, moderation will take place which will be facilitated by a representative of Faithorn Farrell Timms. The marks provided by each of the markers will be added together to give a total mark for each sub-question. The total mark obtained per sub-question will then be divided by the number of markers to give a single overall total mark for each sub question. Therefore, the overall total mark for each and every sub-question will be the average mark, representative of the whole marking panel. Each average will be calculated to two decimal places and rounded up or down, where necessary, as explained in paragraph 2.6.7 below. An example of how the average mark will be calculated is set out below:
- Question 6.1, Sub Question 1:  
Marker 1 score: 4 marks  
Marker 2 score: 4 marks  
Marker 3 score: 3 marks  
Marker 4 score: 3 marks  
Total Score: 14 marks  
Overall Total Mark for Sub Question Q6.1.1: 14 marks / 4 markers = 3.50 marks.

Note: At this stage the number of markers is not known.

- 2.6.6 The average marks for each sub-question will then be totalled to provide an overall mark for each question. Each question total will then be added together to give a final total score.



2.6.7 All figures will be shown to two decimal places and rounded up or down, where necessary. An example of this is set out below:

Example 1: 3.66666 would be rounded to 3.67

Example 2: 3.33333 would be rounded to 3.33

Example 3: 3.33555 would be rounded to 3.34

2.6.8 It is envisaged that the client will Invite the following number of Candidates participate in dialogue, who will have achieved the highest score, out of the maximum points available Part 3 - Q6:

- A minimum of three Candidates and an envisaged maximum of four Candidates. Where the fourth placed candidate is within 5 marks of the third placed candidate, A2DG will elect to take four Candidates through to dialogue.

2.6.9 When providing feedback, the following methodology will be applied. The basis of the feedback will use the text in the scoring matrix that reflect the closest whole number. Therefore, where a response has scored 0.49 or below, the comment for the whole score below the actual score will be applied. Likewise, where a response has scored 0.50 or above, the comment for the whole score above the actual score will be applied. For clarity of how this will be applied, the following examples have been provided:

Example 1: The feedback for an overall rounded score of 3.49 will commence with the text in the scoring matrix that relates to a score of 3.

Example 2: The feedback for an overall rounded score of 3.33 will commence with the text in the scoring matrix that relates to a score of 3.

Example 3: The feedback for an overall rounded score of 3.50 will commence with the text in the scoring matrix that relates to a score of 4.

Example 4: The feedback for an overall rounded score of 3.67 will commence with the text in the scoring matrix that relates to a score of 4.

### 3 Scoring matrix for the technical elements

#### 3.1 Notes on the scoring of Part 3 - Q6

- 3.1.1 The scoring matrix for Part 3 - Q6 is to be read in conjunction with the elemental breakdown set out in part 4 of this document, 'Elemental breakdown for the scoring.'
- 3.1.2 The total marks which can be obtained for each of these questions are shown below the overarching question. Where there are sub-questions, each sub-question carries the same maximum score of 10.00 marks.
- 3.1.3 The questions in Part 3 - Q6 of Document 3 have a maximum of 130.00 marks available.
- 3.1.4 Paragraph not used.

Q.	Criteria/Element	Maximum marks available
<b>Q6.1</b>	<b>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Works contracts may be from the past five years.</b>	<b>The maximum score for Q6.1 is 30.00 marks (3 elements x 10.00 marks)</b>
Q6.1.1	Contract 1: Contract details and brief description of the contract delivered including evidence as to your technical capability in this market	10.00
Q6.1.2	Contract 2: Contract details and brief description of the contract delivered including evidence as to your technical capability in this market	10.00
Q6.1.3	Contract 3: Contract details and brief description of the contract delivered including evidence as to your technical capability in this market	10.00

Q.	Criteria/Element	Maximum marks available
<b>Q6.2</b>	<b>Experience and Positive Outcomes</b>	<b>The maximum score for Q6.2 is 10.00 marks (1 element x 10.00 marks)</b>
<b>Q6.2.1</b>	This procurement is intended to lead to the appointment of a partner to enter into a joint venture arrangement with A2D. With regard to one of the case studies please set out your experience and the positive outcomes for you and your client/ partner in respect of a joint venture arrangement or other alternative contracting model (e.g. Wholly Owned Subsidiary or other similar contracting model).	10.00
<b>Q6.3</b>	<b>A2D has a number of strategic objectives for the evolution of their joint venture arrangements. Please respond to the following sub questions to demonstrate where you have achieved these objectives with a client:</b>	<b>The maximum score for Q6.3 is 40.00 marks (4 elements x 10.00 marks)</b>
Q6.3.1	A2D has set a strategic objective for the evolution of their joint venture arrangements to provide an improved customer journey in the provision of repairs services, including faster response. With regard to one of the case studies please set out where you have achieved this objective with a client (in the last 3 years), and evidence the benefits to the client and their customers.	10.00
Q6.3.2	A2D has set a strategic objective for the evolution of their joint venture arrangements to provide repairs, voids, electrical testing and FRA works through predominantly directly employed operatives (>90% of the work by volume); with recruitment, training and development solutions that enable a sustainable direct delivery model for the long term. The direct delivery model is seen as a critical enabler for an improved customer journey. With regard to one of the case studies please demonstrate where you have achieved this objective, or as close as possible too, with a client (in the last 3 years), and evidence the benefits to the client and their customers.	10.00
Q6.3.3	A2D has set a strategic objective for the evolution of their joint venture arrangements to reduce the volume and cost of repairs through a new approach to preventative maintenance. With regard to one of the case studies please set out where you have adopted an approach to achieve this objective with a client (in the last 3 years), and/or made a positive contribution to the reducing the total cost of maintaining homes in the medium and long term; with evidence.	10.00

Q.	Criteria/Element	Maximum marks available
Q6.3.4	<p>A2D has set strategic objectives for the evolution of their joint venture arrangements to improve the customer journey and the approach to asset management by capitalising on technology solutions available in the market and digital access. With regard to one of the case studies please set out where you have provided technology solutions for this, or a similar, purpose and evidence the benefits to the client and their customers. The response should cover but not be limited to the following:</p> <p>a. Experience of managing the operational and financial control aspects of the contract. b. experience of managing appointments for repairs – real time and non – real time.</p>	10.00
Q6.4	<b>Customer Engagement, Social Value and Sustainability: A2D require a robust and flexible approach to customer engagement which considers their range of customers. Using one of your case studies, please demonstrate how your organisation achieved and maintained customer engagement and satisfaction through the delivery of a high-quality service which delivered added value and a commitment to sustainability.</b>	<b>The maximum score for Q6.4 is 30.00 marks (3 elements x 10.00 marks)</b>
Q6.4.1	How your organisation ensured there was effective communication with Customers during the delivery of the contract and kept them informed of the progress of their reported repair at all times including progress with communal repairs.	10.00
Q6.4.2	Details of how your organisation tailored service delivery to meet the diverse needs of a wide range of Customers.	10.00
Q6.4.3	Details of added value, key social value outcomes and sustainability initiatives and targets achieved over the duration of the Contract.	10.00

Q.	Criteria/Element	Maximum marks available
<b>Q6.5</b>	<b>Health &amp; Safety</b>	<b>The maximum score for Q6.5 is 10.00 marks (1 element x 10.00 marks)</b>
	<p>With reference to a case study example, please demonstrate how you managed health and safety in the works delivery including details on the organisation structure you had in place for health and safety, training arrangements for staff, risk assessments, and accident and near miss reporting. Your response should include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Management of Health &amp; Safety, including training, risk assessments, and reporting;</li> <li>b. The Health &amp; Safety reporting requirements.</li> <li>c. Warnings and actions whilst working in communal areas and external public areas.</li> <li>d. Your approach to the management of access arrangements.</li> </ul>	10.00
<b>Q6.6</b>	<b>Building Safety</b>	<b>The maximum score for Q6.6 is 10.00 marks (1 element x 10.00 marks)</b>

Q.	Criteria/Element	Maximum marks available
	<p>With reference to a case study example, please demonstrate how your organisation manages works relating to building safety and what approach you take to creating a positive culture and behaviour change in building safety. Responses to this question must demonstrate how you ensure that you only employ competent staff working on residential buildings and how you ensure competence through your supply chain. Responses must include (as a minimum) examples of:</p> <ul style="list-style-type: none"> <li>• Any training that is available to your organisation's staff to ensure competence and safety when working in residential buildings;</li> <li>• The steps that you have taken to ensure that your supply chain has the skills, knowledge and experience to deliver safe works to residential buildings; and</li> <li>• The steps that your organisation has taken to prepare itself for the implementation of the Building Safety Act 2022.</li> </ul>	10.00

## 4 Elemental breakdown for the scoring matrix

4.1.1 The stated scoring mechanism of 0 to 10 is a graduated scale. Marks will be awarded depending on the content of the response provided to each sub-question detailed in the scoring matrix set out in the previous part of this document, Part 3.

Mark	Compliance Requirement for Responses – The Requirements are as set out in the Memorandum of Information	Elemental Breakdown
10	A completely comprehensive response: Meets, complies with and often exceeds all the requirements of the question and further indicates innovation and creativity in operation throughout the response.	<ul style="list-style-type: none"> <li>Fully answers and often exceeds the question which is the subject of the response</li> <li>The response is supported by very relevant examples which have been operated</li> <li>Responses demonstrate the Candidate has excellent experience of using workable and practical solutions in areas similar to the subject matter of this procurement exercise</li> <li>Provides additional information on relevant experience to support the response to the question. The information is very clearly defined and very closely mirrors the requirements of the client.</li> </ul>
9	A very comprehensive response: Meets and complies with all the requirements of the question and further indicates innovation and creativity in operation.	<ul style="list-style-type: none"> <li>Fully answers the question which is the subject of the response</li> <li>The response is supported by relevant examples which have been operated</li> <li>Responses demonstrate the Candidate has excellent experience of using workable and practical solutions in areas similar to the subject matter of this procurement exercise</li> <li>Provides additional information on relevant experience to support the response to the question</li> </ul>
8	A comprehensive response: Meets all major requirements of the question and also addresses all other aspects.	<ul style="list-style-type: none"> <li>Meets and covers all the points and requirements set out in the question which is the subject of the response. Not all areas are covered in significant detail. A Comprehensive response.</li> <li>Provides in the response very good evidence to demonstrate that they have experience of using workable and practical solutions in areas similar to the subject matter of this procurement exercise</li> </ul>

Mark	Compliance Requirement for Responses – The Requirements are as set out in the Memorandum of Information	Elemental Breakdown
7	A fairly comprehensive response: Meets most of the major requirements of the question.	<ul style="list-style-type: none"> <li>Meets and covers most but not all of the points and requirements set out in the question which is the subject of the response but is still a comprehensive response</li> <li>Provides in the response good evidence to demonstrate that they have experience of using workable and practical solutions in areas similar to the subject matter of this procurement exercise</li> </ul>
6	An above satisfactory response: Meets most of the requirements of the question and is considered to exceed a standard response.	<ul style="list-style-type: none"> <li>Indicates a broad understanding of the question which is the subject of the response but is not a comprehensive response and whilst it exceeds a standard response it does not cover all the points or the requirements covered by the question</li> <li>The Candidate has set out it has a reasonable level of experience of dealing with the matters set out in the question and has set out fair examples of that experience</li> </ul>
5	A satisfactory response: Meets most of the requirements of the question but is only considered a standard response.	<ul style="list-style-type: none"> <li>Indicates a broad understanding of the question which is the subject of the response but is not a comprehensive response and does not cover all the points or the requirements covered by the question</li> <li>The Candidate has set out it has some experience of dealing with the matters set out in the question and has set out fair examples of that experience</li> </ul>
4	A below satisfactory response: Fails to meet 50% of the requirements of the question.	<ul style="list-style-type: none"> <li>Covers less than 50% of the elements / points or the requirements set out in the question which is the subject of the response</li> <li>Shows a below average understanding of the question which is the subject of the response</li> <li>Has limited experience of dealing with the matters set out in the question and has set out no examples of its experience in this area</li> </ul>
3	Fairly limited response or relevance: Only meets some of the requirements of the question.	<ul style="list-style-type: none"> <li>Covers a few of the elements / points or the requirements set out in the question which is the subject of the response</li> <li>Does not however show a full understanding of the question which is the subject of the response</li> <li>Has little or no experience of dealing with the matters set out in the question and has set out no examples of its experience in this area</li> </ul>



Mark	Compliance Requirement for Responses – The Requirements are as set out in the Memorandum of Information	Elemental Breakdown
2	Limited response or relevance: Fails to meet the requirements of the question.	<ul style="list-style-type: none"> <li>• Only a minimal response or relevance made to the question which is the subject of the response</li> <li>• Fails to understand a considerable number of the requirements of the question which is the subject of the response</li> </ul>
1	Very limited response or relevance: Fails to meet the requirements of the question.	<ul style="list-style-type: none"> <li>• A very minimal response or relevance made to the question which is the subject of the response</li> <li>• Significantly fails to understand and address the vast majority of the requirements of the question which is the subject of the response</li> </ul>
0	No submission or totally irrelevant.	<ul style="list-style-type: none"> <li>• No answer or response given or provided to the question</li> <li>• Inappropriate and irrelevant response</li> </ul>

## 5 Exclusion grounds - Mandatory exclusions

- 57.(1) Contracting authorities shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with regulations 59, 60 and 61, or are otherwise aware, that that economic operator has been convicted of any of the following offences:—
- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977<sup>1</sup> or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983<sup>2</sup> 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<sup>3</sup>;
  - (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889<sup>4</sup> or section 1 of the Prevention of Corruption Act 1906<sup>5</sup>;
  - (c) the common law offence of bribery;
  - (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010<sup>6</sup>, or section 113 of the Representation of the People Act 1983<sup>7</sup>;
  - (e) any offence listed—
    - (i) in section 41 of the Counter Terrorism Act 2008<sup>8</sup>; or
    - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
  - (f) any offence under sections 44 to 46 of the Serious Crime Act 2007<sup>9</sup> which relates to an offence covered by subparagraph (f);
  - (g) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002<sup>10</sup>;

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<sup>1</sup> 1977 c.45; section 1 was amended by the Criminal Attempts Act 1981 (c.47), section 5(1), by the Criminal Justice (Terrorism and Conspiracy) Act 1998 (c.40), Schedule 2, Part 2, and by the Trade Union and Labour Relations (Consolidation) Act 1992 (c.52), Schedule 1; section 1A was inserted by the Criminal Justice (Terrorism and Conspiracy) Act 1998, section 5(1), and was amended by the Coroners and Justice Act 2009 (c.25), section 72(1)(a).

<sup>2</sup> S.I. 1983/1120 (N.I.13); article 9 was amended by Part 2 of Schedules 1 and 2 to the Criminal Justice (Terrorism and Conspiracy) Act 1998 (c.40), and article 9A was inserted by section 6(1) of that Act; there are other amendments but none is relevant.

<sup>3</sup> OJ No L 300, 11.11.2008, p42.

<sup>4</sup> 1889 c.69; this Act was repealed by the Bribery Act 2010 (c.23), Schedule 2.

<sup>5</sup> 1906 c.34; this Act was repealed by the Bribery Act 2010 (c.23), Schedule 2.

<sup>6</sup> 2010 c.23.

<sup>7</sup> 1983 c.2; section 113 was amended by the Greater London Authority Act 1999 (c.29), Schedule 3, paragraph 30(2).

<sup>8</sup> 2008 c.28.

<sup>9</sup> 2007 c.27.

<sup>10</sup> 2002 c.29; sections 340(11) and 415 were modified by the Serious Crime Act 2007 (c.27), section 63(1) and Schedule 6, paragraph 44(a); section 415 was amended by the Serious Organised Crime and Police Act 2005 (c.15), section 107(4).

- (h) 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<sup>11</sup> or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996<sup>12</sup>;
  - (i) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004<sup>13</sup>;
  - (j) an offence under section 59A of the Sexual Offences Act 2003<sup>14</sup>;
  - (k) an offence under section 71 of the Coroners and Justice Act 2009<sup>15</sup>;
  - (l) 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<sup>16</sup>; or
  - (m) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
    - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
    - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.
- (2) The obligation to exclude an economic operator also applies where the person convicted is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control in the economic operator.

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<sup>11</sup> 1988 c.33; sections 93A, 93B and 93C were inserted by sections 29, 30 and 31 of the Criminal Justice Act 1993 (c.36) and repealed by the Proceeds of Crime Act 2002 (c.29), Schedule 11, paragraph 17(2).

<sup>12</sup> S.I. 1996/1299 (N.I.9); articles 45, 46 and 47 were repealed by the Proceeds of Crime Act 2002 (c.29), Schedule 11, paragraph 31(2).

<sup>13</sup> 2004 c.19; section 4 was amended by the Human Tissue Act 2004 (c.30), Schedule 6, paragraph 7, by the UK Borders Act 2007 (c.30), section 31(1), by the Borders, Citizenship and Immigration Act 2009 (c.11), section 54, by the Protection of Freedoms Act 2012 (c.9), section 110, and by the Criminal Justice Act (Northern Ireland) 2013 (c.7 (N.I.)), section 7(2) to (5) and Schedule 4, Part 2, and extended to the Isle of Man with modifications by S.I. 2008/680, article 18 and Schedule 8.

<sup>14</sup> 2003 c.37; section 59A was inserted by the Protection of Freedoms Act 2012 (c.9), section 109(2).

<sup>15</sup> 2009 c.25.

<sup>16</sup> 1994 c.37; sections 49, 50 and 51 were repealed by the Proceeds of Crime Act 2002 (c.29), Schedule 11, paragraphs 1 and 25(1) and (2)(a), and by Schedule 12.

## 6 Exclusion grounds - Discretionary exclusions

- 57.(8) Contracting authorities may exclude from participation in a procurement procedure any economic operator in any of the following situations:—
- (a) where A2DG can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);
  - (b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its 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;
  - (c) where A2DG can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
  - (d) where A2DG has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
  - (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
  - (f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;
  - (g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
  - (h) where the economic operator—
    - (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
    - (ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or
  - (i) where the economic operator has—
    - (i) undertaken to—
      - (aa) unduly influence the decision-making process of A2DG, or
      - (bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
    - (ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

## 7 Information on the procurement process

### 7.1 Introduction

- 7.1.1 A2DG intends to take full advantage of the opportunities that the Competitive Dialogue Procedure provides to engage in open and constructive discussions with a number of Tenderers, regarding all aspects of the qualitative and quantitative submissions and the development of Best and Final Offers.
- 7.1.2 Candidates should note that A2DG reserves the right to award the contract based on the initial tender submissions without undertaking the dialogue stage.
- 7.1.3 To assist Candidates in understanding the process, the stages are outlined below.

### 7.2 Stage 1: Request to Participate stage

- 7.2.1 A2DG invites Candidates to express an interest in participating in the procurement process, via the ProContract website. Interested Candidates are to submit a Request to Participate to demonstrate the fact that they meet the minimum requirements set by A2Dominion Group and are suitably experienced and qualified to undertake the works being procured.
- 7.2.2 Requests to Participate must be submitted by Friday 26 August 2022. Following this, A2DG will evaluate the submissions against the criteria and weightings set out in the Request to Participate documents.
- 7.2.3 Based on its evaluation of the submissions, it is envisaged A2DG will invite between three and four highest scoring Candidates to be Invited to Submit an Initial Tender.
- 7.2.4 All Candidates, not shortlisted to participate further in the process, will be issued a feedback letter from A2DG, pursuant to its obligations under the PCRs. A2DG will also hold a voluntary grace period of five (5) calendar days, starting the day after it issues the feedback letters, before it issues the Initial Tender. For the avoidance of doubt, the grace period shall in no way constitute a standstill period for the purposes of regulation 55 and 86 of the PCRs.

### 7.3 Stage 2: Dialogue stage

- 7.3.1 A2DG will issue an ITPD to the shortlisted Tenderers. It is anticipated that this will be issued on Friday 23 September 2022, via the ProContract website.
- 7.3.2 The return of the solutions and proposals to form the basis of Dialogue is anticipated to be on Friday 28 October 2022

### 7.4 Stage 3: Round one of dialogue

- 7.4.1 It is anticipated that the dialogue stage will take place between Monday 7 November and Thursday 8 December 2022, with full details being advised to the applicable Tenderers nearer to the date.
- 7.4.2 Representatives attending the dialogue meetings must have sufficient authority to engage in real and constructive discussions with A2DG. It should also be noted that representatives from Tenderers' sales/marketing teams must not attend.
- 7.4.3 Should anything be raised during the dialogue meetings, which is contractually significant but not commercially confidential, A2DG will promptly circulate the information to all Tenderers participating in dialogue.

7.4.4 No Tenderers will be deselected at this point

## 7.5 Stage 4: Round two (and three) of dialogue

7.5.1 A second round of dialogue will then commence, if required, with full details being provided to the applicable Tenderers nearer to the time.

7.5.2 The second round of dialogue, and any subsequent stages, will mirror that of the first round and will only be undertaken if all parties believe further dialogue is required.

7.5.3 Again, no Tenderers will be deselected at this point.

## 7.6 Stage 5: Final Tender

7.6.1 On the completion of the dialogue stage(s), A2DG will invite Tenderers to submit their best and final offers by issuing an Invitation to Submit a Final Tender via the ProContract website.

7.6.2 The return of the Final Tenders is anticipated to be on Tuesday 8 February 2022. Following this, A2DG will evaluate the submissions against the criteria and weightings set out in the Invitation to Submit a Final Tender documents.

7.6.3 A2DG will issue feedback letters to all Tenderers who submitted a Final Tender, informing them of the outcome of the evaluation of their Final Tender, pursuant to A2Dominion Group's obligations under the PCRs.