



CORPORATE & COMMERCIAL DEPARTMENT

2nd Floor
Guildhall 2
High Street
Kingston upon Thames
KT1 1EU

Tel: 020 8547 5000

Email: commissioning@rbk.kingston.gov.uk

Website: www.kingston.gov.uk

20 October 2021

Invitation to tender for: Print & Design Framework

Dear Supplier,

Please find enclosed an Invitation to Tender (ITT) which sets out the procedure for the Procurement Exercise and the terms to which your participation in the Procurement Exercise will be subject.

You should read the ITT carefully. Please note in particular the sections that detail the evaluation process and Evaluation Criteria, the timetable of the ITT and the information that the Authority requires from you.

The deadline for submissions of Tenders is 12:00 (Midday) Friday 19th November 2021. Tenders must be received by the procurement team via the [London Tenders Portal \(Portal\)](#).

If you are unable or do not wish to submit a Tender in response to this ITT, please opt out via the London Tender Portal.

Equally, please contact the Authority through the messaging function of the Portal, if you have any questions relating to this Tender or in respect of this Procurement Exercise. Comments will be recorded and responses are generally published to all Tenderers on an anonymous basis, subject to the provisions in respect of confidential information and the Authority's FOIA obligations as stipulated in the ITT

We are also open to any feedback on the procedures in respect of this Procurement Exercise via email at commissioning@kingston.gov.uk, which may be of benefit in a future Procurement Exercise only.

Yours sincerely

Corporate & Commercial Department

Documents included in the ITT	7
Documents to be returned	7
Indicative Tender Timescale	8
Table 1 - Timetable	8
Delivery of Documents	9
Non submitted Tenders	9
Fixed price	10
Acceptance of tender	10
Value added tax	10
Accuracy of prices	10
Abnormally low tender	10
No tender need be accepted	11
London Living Wage	11
Premier Supplier Programme	12
Modern Slavery	14
Social Value	14
General Data Protection Regulations (GDPR)	15
Bidder Enquiries and Clarifications	15
Post Tender Clarification / Negotiations / Site Visits / Interview	17
Evaluation	17
Initial Assessment	17
Method Statement Assessment	18
Table 2a - Evaluation Criteria Lot 1 - Design Services:	19
Table 2b - Evaluation Criteria Lot 2 - Print Services:	21
Examples of jobs completed - assessment	23
Quality Assessment	24
Table 3 - Scoring Methodology	25
Price Assessment	27
Premier Supplier Programme - Price evaluation	28
Authority's Complaints Handling	30

Contract Rights of Third Parties Act 1999	30
Confidentiality	31
Freedom of Information	31
Health and Safety	32
Subcontracting and Consortia	32
Agency	34
Anti-Fraud and Corruption Strategy	34
Conflict of Interest	35
Bid Rigging	35
TUPE	35
Equality and Diversity Opportunities Policy	36
Terms of Contract	36
Compliance Evaluation and Financial Appraisal	36
Table 4 - Compliance Evaluation and Financial Appraisal	39
Financial Appraisal (Part 1 of Stage 1) - Evaluation of Financial Information	48
Financial appraisal to appoint on to the Framework	49

Definitions

Authority	The Royal Borough of Kingston upon Thames, the contracting authority in this procurement;
Bidder	a single operating organisation/person that has been short-listed through the SQ evaluation process and invited to participate in the Procurement Exercise; or invited to participate after expressing interest to a public advert; or invited to participate by way of its inclusion in a Framework Agreement, relevant to any applicable lot/s that a bidder has been awarded to.
Bidder member	a shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity;
Contract	the draft contract attached as Terms and Conditions that together with this ITT, submission, Clarifications and/or additional information will form part of the final contract;
Evaluation criteria	those criteria against which Tenderers' Tenders at each Stage shall be evaluated, as set out in section 18 to 22;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, and the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner,
ITT	this Invitation to Tender sent to Tenderers;
ITT period	the period between the issuing of the ITT and the final date for submission of Initial Tenders;
Outline specification	the outline specification and requirements in relation to the Services as detailed in Schedule 1 to this ITT;
Portal	www.londontenders.org
Procurement documents	the ITT and associated documents referenced in this ITT at section 2
Procurement exercise	the procurement exercise being run by the Authority in order to procure the Services;
Regulations	the Public Contracts Regulations 2015 (as amended from time to time);
Selection questionnaire	the process by which Tenderers may have selected following the submission of responses to the SQ; Note that the process followed in this tender may not have undertaken a SQ.
Tender	a response by a Bidder submitted pursuant to the ITT or any further

responses requested by the Authority; The ITT submission will consist of the response to any online questionnaire if required, and the upload of the requested document. Both must be 'submitted' through the system on time.

Working day

Any day other than Saturday or Sunday which banks are open for business in the City of London.

1. Documents included in the ITT

1.1. Apart from the formal agreement between the Authority and the successful Service Provider arising from the Authority's written acceptance of the tender, the incorporated documents for the purpose of the Contract will comprise:

1.2. These instructions

- SCHEDULE 1 - SPECIFICATIONS
- SCHEDULE 2 - FORM OF TENDER
- Method Statement Questions (online and replicated in this ITT)
- Pricing Schedules for Lot 1 and Lot 2
- Appendix 1 – Subcontractor or Consortium Member
- Appendix 2 – Supply chain Ethical Code of Conduct
- Appendix 3 - Bona Fide and Anti-Collusion Certificate
- Appendix 4 - Freedom of information
- Appendix 5- Conflict of Interest Declaration
- Appendix 6 - Tender Return Label (for Lot 2 'examples of jobs completed' only)
- Appendix 7 - Processing Personal Data- Guide
- Framework Agreement_Print and Design -2021 v1
- Call Off Terms_ Lot 1_Final
- Call Off Terms_ Lot 2 Final (002)

1.3 The Authority reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by the Authority's Corporate Procurement Services. Where amendments are significant, the Authority may at its discretion extend the deadline for receipt of tenders.

2. Documents to be returned

- 2.1. The documentation has been made available to you within the summary of the Contract, this is to allow all Tenderers to make an assessment of the requirements and decide upon review that they will or will not submit a bid. However the Authority would like you to upload the responses within the questionnaire included in the tender.
- 2.2. Each document to be returned has been clearly attached in the appropriate ITT section and question(s) to facilitate submission of your response.
- 2.3. The Schedules and Documents to be returned, where necessary, are as follows:

- SCHEDULE 2 – FORM OF TENDER – completed and signed by the bidder authorised officers. Note that some of the appendices in Schedule 2 may require your agreement whereas others may require completion and submission. MANDATORY
 - Method Statement Questions - complete the online method statement and social value questions demonstrating how you intend to deliver services if awarded a contract. Responses to the quality questions will enable the evaluation panel to assess tenderers against the requirements of the service specification. MANDATORY
 - Examples of jobs completed - Lot 1 attach examples to the relevant question in the portal. Lot 2 - submit examples by post using Appendix 6 - Tender Return Label
 - Pricing Schedule- complete pricing schedule. MANDATORY
 - Appendix 1 of Schedule 2– Subcontractor or Consortium Member – to be completed and returned. MANDATORY (where applicable)
 - Appendix 3 - Bona Fide and Anti-Collusion Certificate – to be completed and returned. MANDATORY
 - Appendix 4 of Schedule 2- Freedom of information – to be completed and returned. MANDATORY
 - Appendix 5 of Schedule 2 - Conflict of Interest Declaration- to be completed and returned. MANDATORY
- 2.4. Insurance, Equality and Diversity Policies and Business Continuity Plan will be required from the winning bidder unless this is required as part of the tender submission in which case it will have to be attached where requested.

3. Indicative Tender Timescale

- 3.1. This section provides an overview and indicative timeline for the Procurement Exercise from the point of issue of this ITT.
- 3.2. Please note that Table 1 sets out indicative dates only. The Authority reserves the right to vary the timetable for this procurement as and when required by notice to Tenderers through the Portal.

Table 1 - Timetable

Event	Date	Comments
Tender documents issued	20 October 2021	

Deadline for receipt of Bidders Clarification questions	12 November 2021	
ITT Return deadline (Date and Time)	Midday Friday 19 November 2021	
ITT evaluations	19/11/21 - 28/1/22	Indicative
Preferred Bidder notification and award	11/2/22	Indicative
Implementation commencement	1/3/22	Indicative

4. Delivery of Documents

- 4.1. Documents as stated in 2 above should be uploaded and submitted (via the e-tender system)

London tenders – supplier area

<https://www.londontenders.org/>

Lot 2 suppliers must provide paper copies of their responses to 'Examples of jobs completed' (Lot 2 - Print Services - Quality, question 3.1) using the Tender Return Label (Appendix 6).

- 4.2. YOUR TENDER MUST BE UPLOADED AND SUBMITTED NO LATER THAN:

Date	Friday 19th November 2021
Time	12:00:00 (Noon)

- 4.3. Any tender submitted after this date and time WILL NOT BE CONSIDERED.
- 4.4. Tenderers are advised to retain for themselves details of their submission. Tenderers are responsible for allowing sufficient time to upload their Tender Submission. The Authority accepts no liability whatsoever for bids that are not processed due to internet connectivity issues, transmission delays or errors. The Authority reserves the right to make a charge to subsequently provide a copy of the submitted Tender.

- 4.5. Unless otherwise stated by the bidder, tenders received shall remain valid for 9 months from the closing date for receipt of tenders. A tender valid for a shorter period may be rejected by the Council as failing to meet the ITT conditions.

5. Non submitted Tenders

- 5.1. Where the Invitation to Tender follows an SQ stage, the response to the ITT is only required from the shortlisted organisations and the documentation must not be passed or transferred to any other firm or third party. Should the specified tenderers be unable to submit a Bid they should notify the Authority via the portal.

6. Fixed price

- 6.1. Tenderers should quote on a "Tendered Price" Basis for the duration of the contract. If the tender is accepted the Service Provider will not be entitled to claim and the Authority will not allow any increase in the price of the materials and/or cost of or incidental to, the employment of labour, and the prices included in the Bid shall be the maximum payable by the Authority.

7. Acceptance of tender

- 7.1. Tenderers are advised that in the event of their tender being successful, the actual Contract between the Authority and the Contractor will only come into existence following notification to the successful Bidder, in writing, via the Authority's Procurement Department and completion of the contract documentation, subject to completion of standstill period, where applicable.
- 7.2. No other purported method of acceptance (e.g. telephone call, works order, possession of the site, etc.) or any action by the Contractor (e.g. entry upon site) shall be binding upon the Authority or have any contractual effect.

8. Value added tax

- 8.1. The tender must be based on rates/prices which exclude Value Added Tax. This tax, if applicable, will be paid by the Authority as an addition at the appropriate rate on the invoices when submitted.

9. Accuracy of prices

- 9.1. Tenderers are strongly advised that before submitting this Tender all arithmetical calculations be checked for accuracy, whilst also ensuring that forms have been fully completed and signed (by an authorised Officer) and all necessary information supplied. The Bidder will not be allowed to adjust their offer set out on the Form of Tender (or Schedule of Rates/Prices if applicable) if that means an increase in the rates/price offered in this Tender Submission.

10. Abnormally low tender

- 10.1. Tenderers should be aware that the Authority has a duty to investigate submitted Tenders where the price appears to be abnormally low price or cost. If the Bidder cannot provide substantial reasons for the low price or cost then the Authority may reject the Tender submission.

11. No tender need be accepted

- 11.1. The Authority reserves the right to discontinue this procurement at any time or not to select a supplier and does not bind itself to accept the lowest or any Tender.
- 11.2. Tenders are to be prepared and submitted at the cost of the bidder. The Authority will not be liable for any costs incurred by the bidder in the preparation and submission of the Tender including circumstances where the scope of the project is reduced, sites and /or buildings are withdrawn, or the project does not proceed.

12. London Living Wage

- 12.1. Living Wage is a requirement of this tender. It is considered that the Real Living Wage will promote social wellbeing of employees, including improved productivity and retention together with lower staff training costs. The Authority supports the Living Wage accreditation scheme, which improves the social value of procurement overall in accordance with objectives of the Public Services Social Value Act 2012. A commitment to pay LLW (London Living Wage) will be a requirement of the contract.
- 12.2. The tender documents will reflect the Council's position for the provider to pay any person employed or engaged in the performance of the services or works at a rate at least equivalent to any implemented London Living Wage (LLW) and Living Wage (LW) for staff working on the contract, who are based outside of London, in accordance with the guidelines of the Living Wage

Foundation (<http://www.livingwage.org.uk/>).

- 12.3. Tenders must take this into account in completing the Pricing Schedule. The successful Tenderer is obliged to provide management information to assist the Council with monitoring the impact of the LLW.

12.4. Method Statement Guidance on Living Wage

The Council wishes to determine whether the wage rates to be paid to those employees of the winning bidder who will be engaged in the provision of the services or works, and which have been allowed for within the winning bid, will meet or exceed the current published Living Wage rates. When submitting bids, Tenderers must take this into consideration and include within their bid submissions the following information:

- a) Details of actual wage rates and an indication of whether these meet or exceed current rates for Living Wage.

Tenderers must note that it is the intention of the Council not to contract any supplier who does not comply with the Living Wage. The evaluation of tenders, so far as it is affected by wage rates, will be confined to the actual wage rates provided for in the tender.

- b) If the bid information discloses that the bid DOES NOT allow for the Tenderer's employees to be paid wage rates which meet or exceed the current published Living Wage rates, the bid will be disqualified.

12.5. Pricing Schedule Guidance on Living Wage

When completing the Tender Response document please apply the following assumptions:

- a) The Authority is committed to paying the Living Wage (or London Living Wage where applicable) as a minimum for services including those provided by third party suppliers and subcontractors. You should be prepared to demonstrate that you will pay the Living Wage to any employees and to subcontractors engaged in providing services to the Council.

13. Premier Supplier Programme

- 13.1. The Council has undertaken a transformation of its payment practices and is seeking to further improve supplier relationships. As a result we are now able to offer the Premier Supplier Programme.

Benefits to your organization are :-

- Improved cash flow through early payment of invoices – our target is to pay 10 days after receipt
- Increased process efficiency via e-invoicing
- Prioritised processing and query resolution
- Nominated commercial managers
- Enhanced client satisfaction focusing on service delivery rather than transactional performance

The Council expects our suppliers to support this programme which will allow the Council to protect front line services whilst leveraging its sovereign credit rating and low cost of cash to provide liquidity to our supply chain. More details on the programme are available on request as well as a sample Supplier Participation Agreement.

13.2. How it works

Our standard contract terms will remain on 30 days. Where suppliers wish to participate and therefore be paid early, a small rebate is deducted. Our target is to pay suppliers on day 10 i.e 20 days ahead of contractual terms.

However, in reality the actual payment day may vary between day 1 and day 30 in which case the rebate is calculated dynamically and is proportionate to the actual number of days by which payment is accelerated (the number of elapsed days between the receipt of your invoice and the date it is paid). The rebate is only applied if payment is made ahead of terms. Please note the payment date is the date the payment leaves the Council's bank account and not the date on which it arrives in the supplier's bank account. Please see the Daily Rebate schedule below for further details.

The successful supplier will be required to sign the Supplier Participation Agreement on being awarded the contract at the rate offered in their tender. The Council reserves the right to refine or remove individual features and benefits of the programme according to specific circumstances at any time.

13.3. Daily rebate schedule

No. of days elapsed between calculation Trigger Date (invoice receipt date) & invoice payment date	% of the amount owed that may be deducted by Council as rebate				
	Rebate offered:				
	0.50%	1.00%	1.25%	1.50%	2.00%
0	0.75%	1.50%	1.88%	2.25%	3.00%
1	0.73%	1.45%	1.81%	2.18%	2.90%
2	0.70%	1.40%	1.75%	2.10%	2.80%

3	0.68%	1.35%	1.69%	2.03%	2.70%
4	0.65%	1.30%	1.63%	1.95%	2.60%
5	0.63%	1.25%	1.56%	1.88%	2.50%
6	0.60%	1.20%	1.50%	1.80%	2.40%
7	0.58%	1.15%	1.44%	1.73%	2.30%
8	0.55%	1.10%	1.38%	1.65%	2.20%
9	0.53%	1.05%	1.31%	1.58%	2.10%
10 - Target	0.50%	1.00%	1.25%	1.50%	2.00%
11	0.48%	0.95%	1.19%	1.43%	1.90%
12	0.45%	0.90%	1.13%	1.35%	1.80%
13	0.43%	0.85%	1.06%	1.28%	1.70%
14	0.40%	0.80%	1.00%	1.20%	1.60%
15	0.38%	0.75%	0.94%	1.13%	1.50%
16	0.35%	0.70%	0.88%	1.05%	1.40%
17	0.33%	0.65%	0.81%	0.98%	1.30%
18	0.30%	0.60%	0.75%	0.90%	1.20%
19	0.28%	0.55%	0.69%	0.83%	1.10%
20	0.25%	0.50%	0.63%	0.75%	1.00%
21	0.23%	0.45%	0.56%	0.68%	0.90%
22	0.20%	0.40%	0.50%	0.60%	0.80%
23	0.18%	0.35%	0.44%	0.53%	0.70%
24	0.15%	0.30%	0.38%	0.45%	0.60%
25	0.13%	0.25%	0.31%	0.38%	0.50%
26	0.10%	0.20%	0.25%	0.30%	0.40%
27	0.08%	0.15%	0.19%	0.23%	0.30%
28	0.05%	0.10%	0.13%	0.15%	0.20%
29	0.03%	0.05%	0.06%	0.08%	0.10%
30	0.00%	0.00%	0.00%	0.00%	0.00%

14. Modern Slavery

- 14.1. The Authority is committed to tackling modern slavery by endorsing the Modern Slavery Transparency Statement (<https://moderngov.kingston.gov.uk/ieDecisionDetails.aspx?ID=4076>). The Council will only award contracts to suppliers that meet their legal obligations including compliance with the Modern Slavery Act. Relevant Tenderers will be expected to provide the link to their modern slavery statement in the appropriate section of the Selection Questionnaire. Any bidder deemed a 'relevant commercial organisation' who does not provide a valid URL to their annual Modern Slavery Statement will be disqualified from the procurement process without further evaluation. For Tenderers that do not have a website, the Council will accept a copy of their Modern Slavery statement electronically.

15. Social Value

- 15.1. The Public Services (Social Value) Act 2012 introduced a requirement for public authorities to consider the social value that can be generated through buying services and gave permission to take the delivery of wider economic, social and environmental outcomes into account in procurement decisions.
- 15.2. Bids from suppliers will need to demonstrate their, and where appropriate their supply chains', ability to add economic, social and environmental value to the Council above and beyond simply providing the tendered service and provide evidence which would contribute to the outcomes specified. Bids will be evaluated in line with the outcomes specified in tender documentation. In including and evaluating Social Value, it allows a Council, for example, to choose a supplier under a tendering process who not only provides the most economically advantageous service, but one which goes beyond the basic contract terms and secures wider benefits for the community.
- 15.3. To this effect, each Tenderer is required to detail their social value offer at the tendering stage, by providing an overview of additional social, economic and environmental benefits that can be delivered within the life of the contract and beyond.

16. General Data Protection Regulations (GDPR)

- 16.1. The General Data Protection Regulation (GDPR) comes into force on 25th May 2018. The GDPR applies to Controllers (who say how and why personal data is processed) and Processors (who act on the Controller's behalf).

GDPR applies to any public or private organisation processing personal data.

16.2. The contracts being procured as a part of this ITT will be subject to the GDPR and the successful supplier must comply fully with the obligations set out in the regulations. Tenderers should note that:

- 16.2.1. Suppliers will be expected to manage their own costs in relation to compliance with GDPR;
- 16.2.2. Under the GDPR, Processors now face direct legal obligations and they can be fined by the Information Commissioner's Office (ICO);
- 16.2.3. The contract documents to be entered into by the successful supplier(s) will include specific obligations in relation to GDPR, please check RBK Terms and Conditions;
- 16.2.4. The tender include the obligation to respond to a GDPR SQ Questions intended to assess whether the Tenderers (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject.

The assessment will be carried out through a mixture of pass/fail and scored questions.

17. Bidder Enquiries and Clarifications

- 17.1. During the ITT Period, Tenderers may submit questions and requests for clarification or further information as per the timetable at Table 1. Tenderers should note the following procedure for obtaining further information or clarification on matters arising during the ITT Period.
- 17.2. Tenderers should address their questions and requests for clarification or further information in writing via the Portal. The Authority will, so far as is practicable, respond using the Portal. Any correspondence relating to this Procurement Exercise made outside of the Portal will be disregarded.
- 17.3. All questions and requests for clarification or further information in relation to the submission of Tenders may only be made, and will only be entertained, if made by the time specified in the tender timetable above.
- 17.4. If such question or request for clarification or further information is made by the Bidder by the time and date set out in paragraph 17.3 above, the Authority may, at its own discretion, respond to the Tenderer and provide such Bidder with any additional information to which the Authority has access, but the Authority shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information.

- 17.5. The basic starting point for the Authority in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Tenderers.
- 17.6. Therefore, should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked In confidence - not to be circulated to other Tenderers and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers.
- 17.7. If the Authority 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 inform the Tenderer who has submitted it. The Tenderer must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Authority will deem that the question or request for clarification or further information has been withdrawn if the Authority is not contacted in writing within 2 Working Days following the Bidder being so informed.
- 17.8. Should the Authority treat a question as commercially confidential information under the protocol in paragraph 17.7 above, Tenderers should be aware that this will not necessarily enable the Authority to exempt it from disclosure under the FOIA should a request for such information be made (See Appendix 8 of Schedule 2 FOI disclosure).
- 17.9. The London Tender Portal will automatically notify Tenderers of responses posted by the Authority. It is the responsibility of the Tenderers to regularly check the Portal for responses to queries.
- 17.10. The Authority may issue amendments or modifications to this ITT during the ITT Period. These will be issued to all Remaining Tenderers simultaneously and Tenders will be assumed to take account of any such modifications and amendments.
- 17.11. The Tenderers acknowledge receipt of the Contract further to the Invitation to Tender. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract.
- 17.12. If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with this section 17.2 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Portal and shall apply to all Tenderers. Where both the amendment and the

original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms of the Contract, leading to the disqualification of the Tender.

18. Post Tender Clarification / Negotiations / Site Visits / Interview

- 18.1. Whilst it is intended that the contract will be awarded on the basis of the Tenders submitted, we may need to hold discussions with you for the purposes of clarification of any areas of doubt. The Authority may also wish to arrange site visits as part of the evaluation process.
- 18.2. The Authority reserves the right to carry out interviews/ presentations where it is deemed necessary, or a benefit, as part of ascertaining deliverability and quality control, or where there is a leaseholder interest and/or Section 21 consultation requirement.

19. Evaluation

- 19.1. In evaluating Tenderers' Tenders, the Authority will only consider information provided in response to this ITT. Tenderers should not assume that the Authority has prior knowledge of their provision of Services which are the same as or similar to the Services, or any other matter. Tenders will be scored on the basis contained in the Evaluation Criteria listed in Tables 2a and 2b.
- 19.2. The Authority intends to award the Contract to the Tenderer offering the most economically advantageous tender in accordance with the Evaluation Criteria and weightings set out therein. The evaluation methodology set out in the Evaluation Criteria is designed to provide a structured and auditable approach to evaluating the Tenders submitted by the Tenderers.
- 19.3. There will be an evaluation period consisting of two phases: the Initial Assessment and the Detailed Assessment

20. Initial Assessment

- 20.1. Tenders will first be reviewed to ensure that:
 - 20.1.1. the Bid has been submitted on time;

- 20.1.2. the Bid has been submitted with all the documentation requested in order to enable the Authority to evaluate in accordance with the evaluation methodology.
- 20.1.3. The Form of Contract (T&Cs) has been accepted.
- 20.1.4. GDPR questionnaire has been assessed and response is considered acceptable. This is a pass/fail assessment.
- 20.1.5. There is a commitment to paying London Living Wage(LLW) as part of their tender submission
- 20.1.6. Supplier responses to the Compliance Evaluation and Financial Appraisal questions, as set out in section 39, are acceptable. This is a pass/fail assessment.

Tenderers that fail any of the pass/fail questions or do not score a minimum of 3 points in any given scored question may be excluded from the process and their bid might not be further considered.

- 20.2. Tenders that do not satisfy the initial assessment in accordance with section 20.1 above may be rejected at this Stage and excluded from the procurement exercise.
- 20.3. Tenders that pass this initial assessment stage will be evaluated in accordance with the Evaluation Criteria, scoring and weightings set out in section 21.

21. Method Statement Assessment

- 21.1. Following the initial assessment in accordance with section 20 above, a detailed evaluation exercise of quality and price will be conducted by the Authority. Tenders will be scored against the Evaluation Criteria set out in this ITT. The Authority has weighted the Evaluation Criteria to demonstrate the relative importance of each criterion to the Authority.
- 21.2. The Authority may also issue clarification questions to clarify the Tenderer's Tender following submission of the Tender. Information submitted by the Tenderers via the Portal in response to clarifications issued by the Authority will be taken into account when evaluating the Tender.
- 21.3. A summary of the methodology that will be used to score the Tenders is set out below in the Evaluation Criteria.
- 21.4. The Authority reserves the right in exceptional circumstances to vary these criteria or any sub-criteria by written notice to all Tenderers in advance of any Tender closure date.

21.5. Tables 2a and 2b sets out the Evaluation Criteria and weightings that will be used to evaluate the Tenders.

21.6. Responses will be scored out of 5. A minimum score of 3 out 5 is required to pass for each quality question.

Table 2a - Evaluation Criteria Lot 1 - Design Services:

CRITERION	ELEMENT	WORD LIMIT	WEIGHTING
Method Statements Total = 20%	MS1 - <u>Understanding of project requirements</u>		7%
	MS1	<p>Please give brief details of how you build an understanding of project requirements. Include details of how you show consideration for the following:</p> <ul style="list-style-type: none"> • Audience • Format • Style • Corporate branding <p>[word limit - 1000 words]</p>	
	MS2 - <u>Assessment of project costs and accuracy of estimates</u>		5%
	MS2	<p>Please provide details of how you assess the cost of projects, how you ensure cost estimates are accurate and how you manage unplanned increases in project costs..</p> <p>[word limit - 1000 words]</p>	
	MS3 - <u>Accessibility requirements</u>		5%
	MS3	<p>Please provide details of how you show consideration of accessibility requirements for content, including any examples of work that you have delivered which demonstrates such consideration.</p>	

		[word limit - 1000 words]	
	MS4 - <u>Management of revision process</u>		3%
	MS4	Please provide details of how you manage the review and revision process for creative projects. [word limit - 1000 words]	
TOTAL FOR METHOD STATEMENTS			20%
Social Value Total = 10%	SV1	Please provide details of how you could support the area of Kingston-upon-Thames through the delivery of your services. This may include examples of support for local charities, apprenticeship schemes, internships, work experience or other skills training, job advertisements in the local area, use of local supply chains where it is viable to use them, company volunteering in the local area etc. [word limit - 1000 words]	10%
TOTAL WEIGHTING SOCIAL VALUE			10%

Examples of jobs completed Total = 30%	Please submit examples of the five jobs listed below.		30%
	Lot 1 Design Services - Job number	A1.1 Magazine / print newsletter design (budget of £1k - £4k)	30%
		A1.2 Social media campaign including Twitter, Facebook and Instagram graphics and banners (budget of £1k)	
		A1.3 Annual Report / corporate strategy document (budget of £5k-£10k)	
		A1.4 Small outdoor advertising campaign (budget of £1k - £2k)	
		A1.5 Brand development / logo design (budget of £250 - £1k)	
TOTAL FOR EXAMPLES OF JOBS COMPLETED			30%

Pricing	Please provide details of your proposed fee for the model jobs set in the Pricing schedule	38%
	Premier Supplier Programme rebate	2%
	Please provide a rate card for the Lot 1 model jobs listed in the pricing schedule. As a minimum the rate card should include: - Hourly rate - Rush rate - Additional charges levied for any significant changes to the brief made during the project - Discount	Not scored (0%)
TOTAL FOR PRICE		40%

Table 2b - Evaluation Criteria Lot 2 - Print Services:

CRITERION	ELEMENT	WORD LIMIT	WEIGHTING
Method Statements Total = 20%	MS1 - <u>Understanding of project requirements</u>		7%
	MS1	Please give brief details of how you build an understanding of project requirements. Include details of how you show consideration for the following: <ul style="list-style-type: none"> • Audience • Format • Style • Corporate branding [word limit - 1000 words]	
	MS2 - <u>Assessment of project costs and accuracy of estimates</u>		5%
	MS2	Please provide details of how you assess the cost of projects, how you ensure cost estimates are accurate and how you manage unplanned increases in project costs.. [word limit - 1000 words]	

	MS3 - <u>Accessibility requirements</u>		5%
	MS3	Please provide details of how you show consideration of accessibility requirements for content, including any examples of work that you have delivered which demonstrates such consideration. [word limit - 1000 words]	
	MS4 - <u>Environmental impact</u>		3%
	MS4	Please provide details of how you source sustainable paper stock, manage the impact of carbon and chemicals on the environment? . [word limit - 1000 words]	
TOTAL FOR METHOD STATEMENTS			20%
Social Value Total = 10%	SV1	Please provide details of how you could support the area of Kingston-upon-Thames through the delivery of your services. This may include examples of support for local charities, apprenticeship schemes, internships, work experience or other skills training, job advertisements in the local area, company volunteering in the local area etc. [word limit - 1000 words]	10%
TOTAL WEIGHTING SOCIAL VALUE			10%

Examp les of jobs complet ed Total = 30%	Please submit examples of the three jobs listed below.		30%
	Lot 1 Design Services - Job number	A2.1 Annual Report / corporate strategy document c. 200 copies (budget of £1k – £3k)	30%
		A2.2 4 page newsletter c. 10k copies (matt finish) (budget of £200 to £1k)	

		A2.3 Poster and leaflet (gloss finish) (budget of £500 - £2k)	
TOTAL FOR EXAMPLES OF JOBS COMPLETED			30%

Pricing	Please provide details of your proposed fee for the model jobs set in the Pricing schedule	38%
	Premier Supplier Programme Rebate	2%
	<p>Please provide a rate card for the Lot 2 model jobs listed in the pricing schedule. As a minimum they should include:</p> <p>Fixed printing cost per sheet of:</p> <ul style="list-style-type: none"> - Monochrome print - Full colour print <p>Labour per 30mins</p>	Not scored (0%)
TOTAL FOR PRICE		40%

22. Examples of jobs completed - assessment

- 22.1. Lot 1 suppliers must upload their responses to the e-procurement portal.
- 22.2. Lot 2 suppliers must provide paper copies of their responses to 'Examples of jobs completed' and submit using the Tender Return Label (Appendix 6). Suppliers should only submit examples of the three jobs listed below. No other print examples should be submitted.
- 22.3. Suppliers should provide a recent example of a piece of work they have completed for **each of the jobs** detailed below for **each of the Lot(s) they are bidding for**.
- 22.4. The response for each of the jobs against each Lot should include:
- a) details of the brief the supplier was originally given including scope, timescales and budget [if provided]

- b) a link to the finished product (Lot 1) or a copy of the finished product (Lot 2)
- c) details of the hours allocated to each job by the supplier.
- d) Responses to A2 only: details of the paper stock used.

22.5. **Please label each Job with the Reference Number and Job Number as shown in the table below.**

22.6. Responses to be scored out of 5. Minimum score of 3 out of 5 required to pass.

REF:	Lot Details	Job Number	Job Number	Job Number	Job Number	Job Number
A1	Lot 1 Design Services	A1.1 Magazine / print newsletter design (budget of £1k - £4k)	A1.2 Social media campaign including Twitter, Facebook and Instagram graphics and banners (budget of £1k)	A1.3 Annual Report / corporate strategy document (budget of £5k-£10k)	A1.4 Small outdoor advertising campaign (budget of £1 - £2k)	A1.5 Brand development / logo design (budget of £250 - £1k)
A2	Lot 2 Print Services	A2.1 Annual Report / corporate strategy document c. 200 copies (budget of £1k – £3k)	A2.2 4 page newsletter c. 10k copies (matt finish) (budget of £200 to £1k)	A2.3 Poster and leaflet (gloss finish) (budget of £500 - £2k)		

Criteria for appraisal:

Lot Number	Criteria for appraisal
Lot 1 – Design Services	Fulfilment of brief Visual design: layout, formatting, colour, graphics, artwork, images, font Functionality: usability, accessibility, interactivity, navigation

Lot 2 – Print Services	Fulfilment of brief Quality of print Quality of finishing
------------------------	---

23. Quality Assessment

- 23.1. The quality element of Tenders will be evaluated using the following methodology:
- 23.2. Tenderers must respond to each of the questions set out in the Quality evaluations for each Lot they wish to bid for.
- 23.3. The Evaluation Panel members will score independently each question using the methodology set out in Table 3 below.
- 23.4. Each question of the Quality Evaluation Criteria will be moderated by the Authority before a final score for each Evaluation Criterion is confirmed.
- 23.5. A strict word limit has been applied to each Quality Statement question, to enable responses to be as concise and relevant as possible. Submissions must be kept within the maximum word limits as detailed at the top of each section. Any information that exceeds the word limits stated will be excluded from evaluation. For the absence of doubt, this means, for example, that if the word limit for a question is stipulated on each question, evaluators will read the maximum word limit stipulated of the answer and disregard anything beyond that limit. Unless requested, attachments should not be included and they will not be read or considered as part of the evaluation. This includes any policy and procedures that are referenced in the responses unless these have been explicitly requested in the relevant question.
Only where stated as detailed at the top of each section, the Tenderer may submit diagrams or charts to support their response; however, these may not exceed three (3) per question.
- 23.6. The scored responses are assessed out of a maximum of 5.

Table 3 - Scoring Methodology

Assessment	Score	Description
No submission	0 points	Failed to submit an adequate answer or address the question. Does not meet the requirement. Does not comply.

Very Poor	1 point	Major Concerns. Insufficient information provided to demonstrate that the Potential Provider has the ability, understanding, experience of staff assigned to performing the contract, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
Poor	2 points	Part or limited response provided with shortcomings in evidence /information provided. Does not fully satisfy the requirement and some reservations about the Potential Provider's relevant ability, understanding, experience of staff assigned to performing the contract, skills, resource & quality measures required to provide the supplies / services, with limited or no evidence to support the response.
Satisfactory	3 points	Satisfactory detail and evidence in answering the question. Sufficient demonstration by the Potential Provider of their ability, understanding, and experience of staff assigned to performing the contract, skills, resources & quality measures required.
Good	4 points	Good response overall which meets the requirements of the question and includes relevant benefits. Above average demonstration by the Potential Provider of the relevant ability, understanding, experience of staff assigned to performing the contract, skills, resource & quality measures required to answer the brief.
Excellent	5 points	Full and high quality response meeting the question in all material respects including relevant quality components or benefits meeting or exceeding requirement, demonstrating well evidenced and relevant examples, where required. Exceptional demonstration by the Potential Provider of the relevant ability, understanding, and experience of staff assigned to performing the contract, skills, resources & quality measures required to provide the specified solution to the brief. Response highly relevant with comparable contract value.

- 23.7. All the members of the panel will score each question individually and independently
- 23.8. Individual Scores will be moderated in order to arrive at the Final Score.
- 23.9. Quality criteria weighting for a question will be calculated in accordance with the following formula:

(Evaluators' Final score / Maximum available score or points (see Table below)) X Weighting (Allocated to the question)

E.G If a bidder is evaluated a score of 4 out of a possible 5 points for a question with a weighting of 20%, we would calculate the weighted score by:
 $(4 / 5) \times 20 = 16$

Therefore the bidder for this question gets 16% out of the 20% for this question.

Example where the criteria has weighting of 40%

Bidder name	Score	Formula for score	Criteria weighting	Final (weighted) score
Bidder A	3	$(3/5) \times 40$ (criteria weighting)	40%	24%
Bidder B	5	$(5/5) \times 40$ (criteria weighting)	40%	40%
Bidder C	4	$(4/5) \times 40$ (criteria weighting)	40%	32%

Where weighting have multiple decimals, the final weighted score will be rounded to two decimals.

24. Price Assessment

- 24.1. Tenderers shall complete a Pricing Schedule and submit a rate card for each of the Lots they wish to bid for.
- 24.2. The prices to be inserted in the Pricing Schedule shall be responses to the Model Jobs listed in the Pricing Schedule but shall be based upon the Tenderer's actual rates to be charged under the framework agreement. The prices and rates shall include all costs and expenses which may be required to provide a satisfactory service together with all general risks, liabilities and obligations set forth in or implied as necessary to comply with the framework arrangement and all the documents which will form part of any call-off contract made pursuant to the framework agreement.
- 24.3. For the purposes of price evaluation of the Tender, Tenderers shall provide pricing to the model jobs as laid out in the Pricing Schedule. This pricing shall be based on the prices laid out on their rate cards.

24.4. The prices allocated to the model jobs will form the basis of tender evaluation.

24.5. The maximum weighting will be given to the lowest cost (which is not considered to be abnormally low) in the evaluation criteria. The remaining Bidders will receive marks on a pro rata basis. Scores and Weighting will be rounded to two decimal places.

24.6. Pricing assessment will be based on submitted pricing proposals and will be scored in accordance with the following formula before the criteria weighting for cost is applied.

$$\frac{\text{Lowest price}}{\text{Tenderers price}} \times \text{weighting} = \text{price score}$$

24.7. Consequently, this score will be converted into a final weighted score in accordance with the criteria weighting.

Example where price has been assigned to 40%

Tenderer's name	Price	Formula for score	Criteria weighting for cost	Final (weighted) score
Bidder A	£181,000	$((£181,000/£181,000) \times 100) \times \text{weighting}$	40%	40%
Bidder B	£219,000	$((£181,000/£219,000) \times 100) \times \text{weighting}$	40%	33.06%
Bidder C	£223,000	$((£181,000/£223,000) \times 100) \times \text{weighting}$	40%	32.47%

24.8. Where the Authority considers that the proposed cost proposal is not sufficiently robust to deliver a sustainable service, it will seek further clarifications from the bidder. Bids that cannot demonstrate sustainability and deliverability will be rejected.

24.9. Tenderers should submit tender on a "Tendered Price" Basis for each year of the contract. The total sum will be used for the purpose of evaluation as described above. If the tender is accepted the Service Provider will not be entitled to claim and the Authority will not allow any increase in the price of the materials and/or cost of or incidental to, the employment of labour, and the prices included in the Bid shall be the maximum payable by the Authority.

24.10. The Tender must be based on rates/prices which exclude Value Added Tax. This tax, if applicable, will be paid by the Authority as an addition at the

appropriate rate on the invoices related to the service when submitted.

- 24.11. Tenderers are strongly advised that before submitting this Tender all arithmetical calculations, transfers and cost summaries must be checked for accuracy, whilst also ensuring that forms have been fully completed and signed (by the authorised Officer) and all necessary information supplied.
- 24.12. The Bidder will not be allowed to adjust their Initial or Final bid set out on the Form of Tender or Price schedule if that means an increase in the rates or price offered in this Tender Submission. Tenderers should be aware that the Authority has a duty to investigate submitted Tenders where the price appears to be abnormally low. If the Tenderer cannot provide substantial reasons for the low prices then the Authority may disqualify the Tender submission.

25. Premier Supplier Programme - Price evaluation

- 25.1. The total weighted score for price is 40% of the total score (100%). The tendered price and the rebate are separately weighted and scored, and then added to give the total price score. The final price score is the total weighted score for price and rebate.

Tender Price Score (for example 38% out of 40%)

Tender prices will be scored on a comparative basis with the lowest bid receiving 100% of the available marks. All other bids will be compared [against that lowest bid].

Evaluation formula is as follows – $\{(lowest\ tender\ price / tender\ price\ being\ evaluated) \times weighting = price\ score\ for\ that\ tender.\}$

Rebate Score (for example 2% out of 40%)

Any rebate is transparently shown on the pricing schedule and weightings assigned to the tendered price and the rebate and is factored into the price assessment used for the evaluation of the tender.

Premier Supplier Programme rebates are based on underlying payment terms of 30 days and a target acceleration of 20 days (payment issued 10 days after receipt of invoice). Tenderers can indicate which rebate they would like to offer as part of your submission.

Tenderers responses in relation to the premier supplier programme (PSP) will be scored as follows:

Rebate Offered	Rebate Score
----------------	--------------

0%*	0
0.50%	0.50
1.00%	1.00
1.25%	1.25
1.50%	1.50
2.00%	2.00

* Excludes participation in the PSP

Total price score

The price assessment will be undertaken by assigning a weighting of 38% to the Tender Price and 2% to the Rebate that will apply to this contract and completing the evaluation for each component of the price - tendered price and the rebate.

The scores will then be summed to give an overall price score.

The score for price will be based solely on information provided in the Pricing Schedule.

Example:

For an evaluation allocating 40% to Price, the evaluation would be as follows based on the three example bids received:

Total price 40%

Contract price [38]% + Rebate [2]% = Total Price Score [40]%

	Contract price	Contract price score	Rebate score	Total score
Example 1	£100,000	38%	1.00%	39.00%
Example 2	£110,000	34.50%	1.50%	36.00%
Example 3	£105,000	36%	2.00%	38.00%

26. Authority's Complaints Handling

- 26.1. The Authority wishes to have open communication with all of its customers and values the feedback it receives through complaints. Anyone wishing to or receiving a service from the Authority can make a complaint if they feel that they have not been treated fairly or properly or if the Authority has not done what it promised, within the right time and to the right standard. The same principle should therefore apply to contracted Works, Services and Supplies.
- 26.2. The Supplier shall observe and comply with the Authority's Corporate Complaints procedure during the operational life of the Contract. Full details of the Authority's Complaints procedure and standards may be obtained from:-

The Royal Borough of Kingston upon Thames
Corporate & Commercial Department
Guildhall 2
High Street
Kingston KT1 1EU
Telephone No. 020 8547 5000 (English/Bengali/Sylheti)
020 7364 4853 minicom
Complaints@kingston.gov.uk

27. Contract Rights of Third Parties Act 1999

- 27.1. The Tenderers' attention is drawn to the provisions of the Contract (Rights of Third Parties) Act 1999 (the Act) and to how it affects the exclusivity of the conditions of Contract between the Authority and the successful Tenderer.
- 27.2. Unless otherwise stated in any of the documents referred to in Section 2, The Provisions of the Act are expressly excluded in respect of third parties enforcing the Contract.
- 27.3. If a Third Party is to be given rights under the Contract the Authority will agree with the Bidder who is to benefit and which terms are applicable. The extent of third party rights will be subject to a memorandum of agreement between the successful Bidder and the Authority which will then be incorporated into the Contract. If no discussion takes place or it is subsequently agreed a third party will not acquire third party rights the Act will be excluded and confirmed in writing prior to the award of a Contract.

28. Confidentiality

- 28.1. The Bidder acknowledges and agrees to complete a confidentiality agreement together with a non-collusion declaration during this Tender process. For the avoidance of doubt, this ITT is intended for the exclusive use of the Tenderer and is provided on the express understanding that the ITT and the information contained in it, or in connection with it, will remain strictly confidential as between the Authority and the Tenderer . This ITT may not be reproduced in whole or in part nor provided to any third parties save for the purposes of:
- 28.1.1. taking legal or other professional advice in connection with completing a Tender, provided that such advisers also agree to keep such information confidential;
 - 28.1.2. discussing a Tender with potential subcontractors or partners;
 - 28.1.3. obtaining information from other organisations or funders where required expressly by the ITT or otherwise where necessary, as relevant to the Bidder's Tender; and
 - 28.1.4. obtaining the input from any other parties that Tenderers demonstrate will provide information relevant to their Tender, subject always to the Authority's prior written consent and provided that in each case, Tenderers obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this section 28 and provide such undertakings to the Authority.

29. Freedom of Information

- 29.1. The Authority is committed to meeting its legal responsibilities under the FOIA. Accordingly, any information created by or submitted to the Authority (including, but not limited to, the information contained in this ITT, documents issued, clarification questions and responses, and the minutes of meetings between all or any of the Tenderers and the Authority) may be disclosed by the Authority in response to a request for information under the FOIA.
- 29.2. In submitting documents to the Authority, each Bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA, either without consulting the Bidder or following consultation with the Bidder and having considered its views.
- 29.3. Tenderers must clearly identify any information supplied in response to the ITT which they consider to be confidential or commercially sensitive and attach a brief statement of the reasons why, including details of the harm which may result from disclosure and the time period applicable to the sensitivity. A disclosure form is attached for this purpose at Appendix 4 of Schedule 2.

- 29.4. While the Authority aims to consult with Tenderers before information is disclosed, Tenderers should be aware that even where a Tenderer has indicated that information is commercially sensitive, the Authority is responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA or whether or it must be disclosed.
- 29.5. Tenderers should therefore note that the receipt by the Authority of any information marked 'confidential' or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking.
- 29.6. Tenderers acknowledge that the Authority retains the right to publish the contractual documents resulting from this Procurement Exercise.
- 29.7. Redactions will be made to the contract where the Authority considers that elements of the contract would be exempt from disclosure under FOIA.

30. Health and Safety

- 30.1. Tenderers shall comply in all respects with the provisions of the Health and Safety at Work etc. Act 1974 together with Regulations, Orders, and Codes of Practice etc. arising there from. Regular, or a Flagrant, breach of Health and Safety Requirements could result in the suspension of the operation of the works which will be at the Tenderer's sole risk or the awarded Contract being determined forthwith by the Authority.

31. Subcontracting and Consortia

- 31.1. Where a Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the Tender should provide details of the proposed bidding model, including members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each sub-contractor will be responsible for.
- 31.2. For the avoidance of doubt, each Tenderer, including any consortium members and/or sub-contractors, must only be party to one Bid in respect of each lot in this Procurement Exercise. It is the Tenderers' responsibility to ensure that this requirement is complied with and a failure to do so may result in its Tender being rejected.
- 31.3. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the

Authority indicates that subcontractors are to play a significant role in delivering key contract requirements, any material changes to those subcontracting arrangements may affect the ability of the Tenderer to proceed with the Procurement Exercise or to provide the Services required. Tenderers should therefore notify the Authority immediately of any change in the proposed subcontractor arrangements. The Authority reserves the right to exclude the Tenderer prior to any award of Contract, based on an assessment of the updated information.

- 31.4. If a Bidder has confirmed its intention to complete this ITT as part of a proposed consortium in its SQ, the Authority will use those details provided. If however, those details have changed, it must provide the following information to the Authority via the London Tender Portal and as part of the tender submission:
 - 31.4.1. Names and addresses of all consortium members;
 - 31.4.2. The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created), save that the Authority may require that each consortium member is jointly and severally liable under the Contract;
 - 31.4.3. If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix; and
 - 31.4.4. Reasons for the exclusion or addition of any new member.
- 31.5. Please note that the Authority may require the consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the Contract.
- 31.6. All members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response to the Authority.
- 31.7. Where Tenderers are proposing to create a separate legal entity, such as a special purpose vehicle, Tenderers should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix.
- 31.8. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change (subject to the conditions set out in this section). Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to exclude the Tender prior to any award of

contract, based on an assessment of the updated information.

- 31.9. The Authority holds the Supplier solely responsible in all respects for the works carried out by sub-contractors and their compliance with all statutes, together with all Regulations, Orders, Bye-Laws, and Codes of Practice etc. arising therefrom.

32. Agency

- 32.1. The Supplier is not and shall in no circumstances hold himself/herself out as being, the servant or agent of the Authority, otherwise than in circumstances expressly permitted by the Conditions of the Contract.
- 32.2. The Supplier is not and shall in no circumstances hold himself/herself out as being, authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.
- 32.3. The Supplier has not held and shall in no circumstances hold himself/herself out as having the power to make, vary, discharge or waive any bye-law or regulation of any kind.
- 32.4. The employees of the Supplier are not and shall not hold themselves out to be and shall not be held out by the Supplier as being servants or agents of the Authority for any purposes whatsoever.

33. Anti-Fraud and Corruption Strategy

- 33.1. The Authority has a duty to protect the public funds it administers. In order to properly discharge this duty the Authority has an approved Anti-Fraud and Corruption Strategy which can be found on our website under:
- 33.2. https://www.kingston.gov.uk/downloads/download/525/anti-fraud_framework
- 33.3. As a potential stakeholder engaged in the provision of supplies and/or services with the Authority you are expected to be aware of the details of the policy and processes and make use of it if necessary.

34. Conflict of Interest

- 34.1. The Authority requires that all actual or potential conflicts of interest are resolved to the satisfaction of the Authority prior to the submission of Initial Tenders. To this end, Tenderers should complete the conflict of interest

disclosure Appendix 5 of Schedule 2. In the event that any actual or potential conflict of interest comes to a Tenderer's attention following the submission of its Initial Tender, the Tenderer should immediately notify the Authority via the London Tender Portal.

35. Bid Rigging

- 35.1. The Authority wish to make it clear that all companies selected on to Lots with multiple suppliers shall adhere to the requirements not to discuss or disclose their intentions or prices to any of the other named supplies and to confirm this by way of completing the anti-collusion law. Equally, the Authority cannot accept bids from multiple divisions/ subsidiaries of the same Parent Company; in these instances both suppliers may be disqualified.
- 35.2. Should it be determined that any company tendering for the Authority has been communicating with any other Tenderers, the Authority may, acting reasonably, disqualify both companies' tenders on the grounds of potentially unfair competition.
- 35.3. The Companies will also run the risk of being excluded from any future projects. Companies are advised to decline to tender provided there is a good reason rather than submit inflated prices that will remove them from consideration. Where excessive variances in price occurs more than twice, the Authority may remove the companies in question from future tender lists to automatically penalise any company that has been accused, but then cleared of non-competitive practices. Please see <http://www.offt.gov.uk/OFTwork/competition-act-and-cartels/competition-law-compliance/> for further information on Government guidance.

36. TUPE

- 36.1. The Authority's position is that the Acquired Rights Directive EEC Directive 2001/23 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended (together "TUPE") do not apply to this procurement and Tenderers shall price their Tenders accordingly. Notwithstanding the Authority's position, Tenderers are advised to take independent legal advice and make their own decision as to whether or not TUPE applies.

37. Equality and Diversity Opportunities Policy

- 37.1. The Authority is committed to eliminating all forms of discrimination. As such the winning bidder will be required to provide a copy of their Equalities and

Diversities Policy and ensure that it meets both the Equalities Act 2010.

38. Terms of Contract

- 38.1. The Contract will be awarded on Royal Borough of Kingston's Terms and Conditions of Contract. Please do not submit your own standard terms with your Tender. The draft Framework Agreement that the Authority proposes to use is uploaded to the e-procurement portal and labelled as such. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the draft Framework Agreement without further negotiation or amendment.
- 38.2. If the terms of the draft Framework Agreement render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 17 and the Authority will consider whether any amendment to the draft Framework Agreement is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender

39. Compliance Evaluation and Financial Appraisal

- 39.1. All Tenderers must complete in full the Stage 1 Standard Selection Questionnaire (SSQ) and respond to any additional Questions which are located within the project on the [London Tenders Portal](#). The criteria for which are detailed below in Table 4.
- 39.2. The Authority may disqualify any Tenderer who fails to:
- comply with the requirements of Regulation 57 of the Public Contracts Regulations 2015 (as amended) or such replacement legislation and/or fails to certify in the "Declaration" that they have fulfilled these requirements;
 - provide a satisfactory response to any questions in the SSQ, fails any of these questions or inadequately or incorrectly completes any question;
 - provide a satisfactory response to any additional question/s or inadequately or incorrectly completes any question;

- submit their completed response to the SSQ Questions by the deadline; or
 - submit their completed response to any additional question/s by the deadline.
- 39.3. Tenderers who do not pass any parts of the Stage 1 Standard Selection Questionnaire (SSQ) and criteria shall have their tender rejected and not be evaluated further. The Authority reserves the right to reject without further discussion any Tender which does not meet all of the Stage 1 Selection Criteria.
- 39.4. The purpose of the SSQ is to enable the Authority to obtain sufficient information about the Tenderer to make an initial assessment of their capability and suitability based on past and current experience for the proposed contract.
- 39.5. The SSQ follows the guidance contained in Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 8/16 issued by the Cabinet Office/Crown Commercial Service on 9 September 2016 (“PPN 8/16”). It is made up of several sections which reflect the standard form SQ contained in PPN 8/16.
- 39.6. The SSQ is available, and is to be completed electronically (online), on the London Tenders e-tendering system – www.londontenders.org – in accordance with the Instructions to Tenderers set out in this ITT.
- 39.7. For completeness, Stage 1 is repeated in this document in Table 4. Tenderers must answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Tenderer’s organisation, the Tenderer must indicate that this is the case by stating “N/A” in the text box provided or attach a document stating “N/A” and must provide an explanation of why it is “N/A”. **All mandatory questions must be answered in order for the Tenderer to be able to submit their bid via the London tender portal.**
- 39.8. Please ensure that any enclosures and supporting documents are clearly marked with the question to which they refer. Tenderers should only attach additional documentation when requested. Additional documentation and generic marketing material not requested in this SSQ will be disregarded.
- 39.9. A completed declaration of Sections 2 and 3 of the SSQ provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, every organisation that is being relied on to meet the selection must complete and submit the self-declaration for these sections. These could be parent companies, affiliates, associates, or essential subcontractors, if they are relied upon to meet the selection criteria. Where the Tenderer is joining in a group of organisations, including

joint ventures and partnerships to submit a Tender, each organisation in that group must complete a self-declaration. Subcontractors that are not relied upon do not need to complete the self-declaration.

- 39.10. The Authority will be relying on the information provided by Tenderers in their completed SSQs. Tenderers must keep the Authority informed of any changes and developments that affect their legal/regulatory standing, economic and financial standing and/or technical and professional ability and capacity (including experience) as submitted at the SSQ stage. The Authority reserves the right to keep these matters under review and to exclude any Tenderer from further participation in the tender process where any such change adversely affects a Tenderer's suitability for the Project as evaluated against the SSQ selection criteria.
- 39.11. Tenderers are reminded that evidence of financial and economic standing may be required at any time during the procurement process. The Authority reserves the right to require Tenderers to re-submit an SSQ if there is any material change in their financial status, the make-up of their bid (e.g. different consortium members) and/or economic standing, so as to ensure that Tenderers continue to meet the minimum standards required in the pre-qualification process.
- 39.12. The Authority reserves the right to check information provided and exclude Tenderers if the information provided within their SSQ submission cannot be positively verified.
- 39.13. For the Stage 1 – The Lead Tenderer responding on behalf of a group or consortium, or those intending to use sub-contractors, should complete the question on behalf of the consortium and/or any subcontractors, providing one composite response and declaration.
- 39.14. The Authority will check all information supplied by each Tenderer for completeness and compliance before tender responses are evaluated.
- 39.15. The Authority reserves the right to revisit, and if necessary amend, the result of the SSQ evaluation, where after completion of the evaluation of the SSQ:
- new information emerges which gives the Authority reason to doubt or question the original SSQ evaluation;
 - in the case of a consortium, one or more of the members of the consortium changes;
 - the Tenderer is intending to subcontract to a named key subcontractor and that key subcontractor changes; and/or

- there is any change in the control or structure of the Tenderer.

The SSQ will be evaluated first. Tenderers must achieve passes against all “Pass/Fail” questions in order to proceed to Stage 2

If a “Fail” score is obtained on any of the questions in Table 4 designated “Pass/Fail”, this will result in the Tender being rejected.

The Authority reserves the right to reject without further discussion any Tender which does not meet all of the Stage 1 compliance standards.

The following table provides the summary scoring mechanism which will be applied.

Table 4 - Compliance Evaluation and Financial Appraisal

Selection Question	Scoring Criteria	How Scored
PART 1:		
Section 1 Question numbers	Potential Supplier Information	
1.1	Potential supplier information	
1.1.1 to 1.1.17	Completion of all organisational details is mandatory to pass every question. Where relevant please indicate if not applicable. Potential rejection of tender if incomplete or not completed where there is a requirement to.	Pass/Fail
1.2	Bidding Model	
1.2.1 to 1.2.4	There is an attachment to complete. Completion of every question is mandatory to pass. Where relevant please indicate if not applicable. Potential rejection of tender if incomplete or not completed where there is a requirement to. The Authority recognises that arrangements as set out in the ‘Instructions’ document in relation to a group of	Pass/Fail

	<p>economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contractor/Consultant should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1, Part 2 and Part 3 of all the Standard Selection Questions are submitted for any new organisation relied on to meet the selection criteria.</p> <p>The Authority will make a revised assessment of the submission based on the updated information.</p> <p>When applicable, the Lead applicant must ensure that the relevant information in relation to the Consortium members and significant subcontractors is uploaded in SQ12.3; and for this purpose a consortium response template and a summary of the attachments to be completed can be found in question 12.3. This will include their submission of the self-declaration form in question 1.3.</p> <p>If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any subcontractors, providing one composite response and declaration.</p>	
1.3	Contact details and Declaration	
1.3.1 to 1.3.7	<p>Completion of every question is mandatory to pass. All completed, signed and dated in order to achieve a pass.</p> <p>There is an attachment to complete. Potential rejection of tender if incomplete or not completed where there is a requirement to.</p>	Pass/Fail
PART 2:		
Section 2	Grounds for Mandatory Exclusion	
Question numbers	Regulations 57(1) and (2)	
2.1.1a and 2.1.2b, 2.2.1, 2.31a, 2.3.2 b	<p>PASS: You will pass this Section if you indicate "No" (i.e. no convictions within the past five years anywhere in the world of you, your organisation or any other person who has powers of representation, decision or control in the organisation in respect of any of the offences within the</p>	Pass/Fail

	<p>summary of Q2.1.1a; OR you indicate "Yes" in respect of any of the offences and the Contracting Authority considers that you have provided sufficient evidence of 'self-cleaning' in respect of all the relevant offence(s) declared in response to questions 2.1.2b, 2.2.1, 2.3.1a and 2.3.2b.</p> <p>FAIL: You will fail this section and be excluded from the procurement if you indicate "Yes" (i.e. a conviction within the past five years) in respect of any of the offences within the summary of Q2.1.1a and the Authority considers that you have not provided sufficient evidence of 'self-cleaning' in respect of the relevant offence(s) declared in response to questions 2.1.2b, 2.2.1, 2.3.1a and 2.3.2b.</p> <p>The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.</p>	
Section 3	Grounds for discretionary exclusion	
Question numbers	Regulation 57(8)-	
3.1 to 3.2	<p>You will pass this section if you indicate "No" that none of the specific situations summarised in SQ3.1 have applied to your organisation in the last three years or currently apply; OR if you indicate "Yes" in respect of any of the specific situations summarised within SQ3.1 and the Authority considers that you have provided sufficient evidence of 'self-cleaning' in respect of the relevant situation(s) declared.</p> <p>FAIL: You will fail this section and be excluded from the procurement if you indicate "Yes" that any of the specific situations summarised within SQ3.1 have applied to your organisation within the last 3 years or currently apply and the Authority considers that you have not provided sufficient evidence of 'self-cleaning' in response to question SQ3.2 in respect to the relevant situation(s) declared.</p>	Pass/Fail
PART 3:		

Section 4 Question numbers	Economic and Financial Standing	
4.1 to 4.3	<p>Wherever possible, the Authority will use Dun & Bradstreet reports to obtain financial reports and accounts pertaining to Tenderers and use these to verify Tenderers confirmation (self-certification) of fulfilment of the pass/fail test for economic and financial standing.</p> <p>If the reports obtainable from Dun & Bradstreet do not appear to satisfy the pass/fail test, the Preferred tenderer will be required to submit additional evidence to support their tender. If no reports and accounts are available through Dun & Bradstreet, the Preferred Tenderer will be asked to provide the financial information as indicated within their response to question SQ4.1 and SQ4.2. The Preferred tenderer will be given a reasonable time in which to respond.</p> <p>Answering YES to SQ4.1 will constitute a PASS.</p> <p>Ticking SQ4.2 a and/or SQ4.2, b and/or SQ4.2 c (see below) will constitute a YES for Question SQ4.2 and therefore a PASS.</p> <p>SQ4.2 a - A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.</p> <p>SQ4.2 b - A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</p> <p>SQ4.2 c - Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p> <p>Ticking SQ4.2d - None of the above, will constitute a YES for Question SQ4.2 and therefore a PASS only if SQ4.1's response is YES.</p> <p>You will pass SQ4.3 if you indicate "Yes" and if following the</p>	Pass/Fail

	<p>Authority's analysis, your organisation achieves the minimum standards set out below in schedule 1 (Financial appraisal section-Part of Stage 1)</p> <p>Tenderers who:</p> <ul style="list-style-type: none"> - select "Yes" in response to SQ 4.1 or - tick SQ4.2a, b, c or - tick d (and select "Yes" in response to SQ4.1), - select "Yes" in response to SQ 4.3, and - pass the minimum financial criteria (as set out below in Evaluation of Financial Information) of this document will pass SQ4.1 or SQ4.2 and SQ4.3. <p>FAIL 1:</p> <p>You will Fail SQ4.1 and SQ4.2 if you tick SQ4.2 d and respond No to SQ4.1.</p> <p>You will fail SQ4.3 if you indicate "No"</p> <p>If you fail either SQ4.1 and/or SQ4.2 or SQ4.3 your tender will be rejected and not be evaluated further.</p> <p>FAIL 2: You will fail SQ4.3 following the Authority's analysis if your organisation fails to achieve the minimum standards as set out below in Evaluation of Financial Information (schedule 1 -(Financial appraisal section-Part of Stage 1)</p>	
Section 5 Question numbers	Parent Company	
5.1 to 5.4	<p>Please enter "not applicable" to indicate that you are not part of a wider group.</p> <p>If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, and you do not provide the information requested in question 5.1 to 5.4 your tender may be rejected.</p>	Pass/Fail

Section 6 Question numbers	Technical and Professional Ability	
6.1 & 6.3	<p>You must complete the attachment 6.1a and send the Referee template 6.1b to your referees to complete. The referees must complete the Referee template 6.1b and send it to commissioning@kingston.gov.uk by the ITT deadline.</p> <p>SQ6.1 within Section 6 Technical and Professional Ability requires two points of contact to be supplied to confirm the accuracy of the contract information provided by the Tenderer. If the Tenderer cannot provide two examples which are similar in scope and nature to the contract which the Tenderer is bidding for, and which have been delivered within the last three years then the Tenderer may complete SQ6.3.</p> <p>The information will be used to verify that Tenderers have the requisite prior breadth of experience. Tenderers who do not have the required two references may instead complete SQ6.3, However, Tenders may be rejected and their tender not evaluated further if the response to SQ6.3 does not clearly demonstrate transferable equivalent experience or is incomplete or the Authority, after considering the response provided by the Tenderer to this question, has concerns about the Technical and Professional Ability of the Tenderer.</p>	Pass/Fail
6.2	<p>At the Authority's discretion, all sub-contractors may be required to complete Part 1 and part 2 of this Standard Selection Questionnaire.</p> <p>Potential rejection of tender if incomplete</p>	Not Scored
Section 7 Question numbers	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Tenderers Responded, not responded and not applicable	Not Scored
7.2	Yes = Pass, No = Potential Fail*	Pass/Fail

Section 8 Question numbers	Insurance	
8.1	<p>If your organisation does not already have, or can commit to obtaining (prior to commencement of entering into a Framework Agreement), the levels of insurance cover indicated then your Tender submission will be rejected.</p> <p>Tenderers who select “Yes” will pass this question.</p> <p>Tenderers who select “No” will fail this question. Their tender will be rejected and not evaluated further.</p> <p>The Authority will require the successful Tenderer to have in place as a minimum the following insurances in place as per the Framework Agreement:</p> <p>(a) Employer’s Liability Insurance Policy of not less than £5m for each and every claim, act or occurrence or series of claims, acts or occurrences; and</p> <p>(b) Public Liability Insurance Policy of not less than £5m for each and every claim, act or occurrence or series of claims, acts or occurrences.</p> <p>(c) Professional Indemnity Insurance Policy of not less than £500,000 for each and every claim, act or occurrence or series of claims, acts or occurrences (Lot 1 Design Services only)</p>	Pass/Fail
Section 9 Question number	Living Wage	
9.1	<p>Is your company an accredited Living Wage employer or Recognised Service Provider with the Living Wage Foundation?</p> <p>If you answer Yes to question 9.1, you will pass. If you answer No, please answer question 9.2.</p> <p>If you answer No to question 9.2, you will fail question 9.1, and your Tender will be rejected and not evaluated further.</p>	Pass/Fail
9.2	<p>If your answer to question 9.1 was ‘No’, you must answer question 9.2.</p>	Pass/Fail

	If you answer No to question 9.2, you will fail, and your Tender will be rejected and not evaluated further.	
9.3	If your answer is yes to question 9.1 and/or 9.2, please provide details of actual wage rates and an indication of whether these meet or exceed current rates for Living Wage.	Not scored
Section 10 Question numbers	GDPR	
10.1	<p>If you answer yes in response to question 10.1 to confirm your adherence to the General Data Protection Regulation, you will pass this question.</p> <p>If you answer no or do not answer this question, you will fail and your tender will be rejected and not evaluated further.</p> <p>Tenders that do not have, or cannot commit to having in place (prior to commencement of the contract), the human and technical resources to ensure compliance with GDPR will be rejected</p> <p>If you answer Yes to question 10.1, your response to question 10.2 must demonstrate your compliance with GDPR.</p>	Pass/Fail
10.2	<p>Technical facilities and measures (including systems and processes)</p> <p>Your response must demonstrate how you will adhere to the General Data Protection Regulations if you have responded yes to question 10.1.</p>	Not scored
10.3	<p>Where the personal data processed with this contract and the service to be provided will be stored.</p> <p>Completion of every question is mandatory to pass.</p> <p>Where relevant please indicate if not applicable.</p> <p>Potential rejection of tender if incomplete or not completed.</p> <p>Your response must demonstrate how you will adhere to the General Data Protection Regulations if you have responded yes to question 10.1.</p>	Not scored

Section 11 Question numbers	Certification	
11.1	Tenderers to ensure that a copy is completed and submitted by the Tenderer or, where relevant, the Tenderer and each consortium member/Significant Subcontractor.	Not scored
Section 12 Question numbers	Consortium or Prime Contractor with Significant Subcontractor(s)	
12.1	Tenderers to ensure a copy of the attached form is completed where the Tenderer proposes a consortium arrangement or a Prime Contractor arrangement involving the use of Significant Subcontractor(s).	Not scored
Section 13 Question numbers	Bona fide Tendering and Anti-Collusion Certificate	
13.1	<p>Tenderers must fully complete the certificate.</p> <p>The Certificate must be signed by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose.</p> <p>Potential rejection of tender if incomplete or not completed where there is a requirement to.</p>	Pass/Fail
Section 14 Question numbers	Conflict of Interest form	
14.1	<p>Tenderers must fully complete the form.</p> <p>Where potential conflicts of interest are identified and cannot be managed or avoided to the Authority's satisfaction, the Authority may, in exceptional circumstances, exclude the Candidate from further participation in the procurement exercise.</p> <p>Potential rejection of tender if incomplete or not completed where there is a requirement to.</p>	Pass/Fail

Section 15 Question numbers	Commercially Sensitive Information	
15.1	If relevant, Tenderers must complete and submit the form uploaded to the e-procurement portal and labelled as such in response to this question. Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.	For information
Section 16 Question numbers	Form of tender	
16.1	<p>The form of tender and certificate must be fully completed by the Tenderer and signed as per the paragraph 2.3 of the ITT.</p> <p>Potential rejection of tender if incomplete or not completed where there is a requirement to.</p>	Pass/Fail

40. Financial Appraisal (Part 1 of Stage 1) - Evaluation of Financial Information

- 40.1. The Authority reserves the right to revisit, and if necessary amend, the result of the SSQ evaluation, where after completion of the evaluation of the SSQ:
- 40.2. The Authority has set out the minimum standards for economic and financial standing. It is intended to evaluate if an organisation's financial standing and stability poses a risk to service delivery, service continuity and/or an unacceptable risk to the Authority (having regard to the service requirements and value, criticality, and the nature of the service).
- 40.3. The evaluation of Tenderers' Economic and Financial Standing is assessed on a pass/ fail basis. Tenderers will be initially required to self-certify that they pass the mandated test(s) to meet the Authority's minimum standards relating to Economic and Financial Standing.
- 40.4. Whenever possible, the Authority will use Dun & Bradstreet to obtain financial reports and accounts pertaining to Tenderers and use it to verify, to the Authority's reasonable satisfaction, Tenderers' self-certification that they pass the tests. These reports will also in the first instance be used to verify the

Tenderer's fulfilment of economic and financial standing for appointment to the framework agreement as a potential provider and also at the point of call-off if applicable.

- 40.5. However, if the reports obtainable from Dun & Bradstreet do not appear to satisfy the criteria, the relevant Tenderers at the time of the tender evaluation and/or appointment to the framework agreement will be required to submit additional evidence to support their application. If no reports and accounts are available through Dun & Bradstreet, the relevant Tenderers will be asked at the time of appointment to the framework agreement to provide further financial evidence to support their response to SQ 4.3 which request the Tenderers to self-certify that they meet the minimum standards for economic and financial standing as set out in the ITT in paragraph 2 The tenderers will be given a reasonable time in which to respond.
- 40.6. To be appointed to the framework agreement as a potential provider, all the Tenderers will be required to pass the following test:
- Credit check Test.
- 40.7. The Authority will run a credit check to ensure the Tenderer satisfies the minimum standards for economic and financial standing. Tenderers are required to pass this test in order to be a Framework Provider and the information will be verified by the Authority. Tenderers are asked to self-certify that they pass this test when submitting their tender response.

41. Financial appraisal to appoint on to the Framework

- 41.1. If the Dun & Bradstreet check for a Tenderer raises concern that may pose a risk to service delivery, service continuity and/or an unacceptable risk to the Authority, then the Authority reserves the right to request financial information to be submitted for evaluation (in any case the Authority reserves the right to request financial information to be submitted for evaluation). Tenderers who, if requested to, are not able to provide means of demonstrating their financial status will be rejected.
- 41.2. If it is deemed that the financial capacity of an organisation would pose an unacceptable risk then the Authority reserves the right to reject their Tender submission.

42. Credit Checks

- 42.1. A credit check will be used as part of assessment of a Tenderer's financial standing alongside the test stated above. The credit check is run using Dun & Bradstreet. Tenderers are to ensure that all their latest financial information is filed so they can be available, before applying to ensure an accurate credit

check will be taken. This part of the assessment will be scored on the following basis:

Credit Rating / Risk Analysis - Range Score

- 42.2. A credit check score rated as:
- “Low Overall Business Risk” will be considered a PASS.
 - “Low-Moderate Overall Business Risk” will be considered a PASS.
 - “Moderate Overall Business Risk ” will be considered a PASS.
 - “Moderate-High Overall Business Risk” will require further checks by the Authority before a PASS can be granted.
 - = PASS if the contract is considered a Low risk contract to the Authority; i.e.: invoice payment is done in arrears and/or it is a short term contract
 - =FAIL if the contract is considered High risk; i.e.: invoices are paid in advance and/or it is a long term contract
 - “High Risk Overall Business Risk” will be considered a FAIL.

43. Section 151 Officer

- 43.1. Notwithstanding the above, if a Tenderer has received a “FAIL” rating for Economic and Financial Standing, but the Authority considers that it is in the best interests of the procurement process to allow the supplier to pass the Economic and Financial Assessment and it is believed there are potential benefits to the Authority which outweigh any potential risks, the Authority reserves the right in accordance with the Authority’s Contracts Regulations to report to the Authority’s Section 151 officer outlining any mitigating circumstances why on this occasion a supplier, receiving an “FAIL” rating should pass the Economic and Financial Assessment. The decision of the Authority’s section 151 officer will be final.

44. Financial contractual monitoring

- 44.1. The Authority reserves the right to conduct annual Dun & Bradstreet reports on all Framework Providers with current call off contracts to ensure that all Framework Providers continue to be financially sustainable throughout the term of the framework agreement.

Maximum transaction size at the point of call-off contracts

- 44.2. For Call-offs contracts of any value, the organisation will be required to confirm that they are financially robust and that undertaking the contract will be sustainable for the organisation.

- 44.3. The Authority may set an indicative maximum transaction size (recommended maximum Order Form value), in any event this should be no more than 50% of the company's annual turnover. Please note that the Recommended Maximum Transaction Size is not used as a selection criterion, but may affect the value or number of Call-off orders the provider may be awarded.

45. References (Part of Stage 1)

- 45.1. Tenderers are requested to supply two references. SQ6.1 within Section 6 Technical and Professional Ability requires two points of contact to be supplied to confirm the accuracy of the contract information provided by the Tenderer. If the Tenderer cannot provide two examples which are similar in scope and nature to the contract which the Tenderer is bidding for, and which have been delivered within the last three years then the Tenderer may complete SQ6.3.
- 45.2. The information will be used to verify that Tenderers have the requisite prior breadth of experience. Tenderers who do not have the required two references may instead complete SQ6.3. However, Tenders may be rejected and their tender not evaluated further if the response to SQ6.3 does not clearly demonstrate transferable equivalent experience or is incomplete or the Authority, after considering the response provided by the Tenderer to this question, has concerns about the Technical and Professional Ability of the Tenderer.
- 45.3. The Authority has attached a "Tenderer reference template" that Tenderers must complete. The Tenderers must ensure their nominated referees complete "the Referee template" and send it to commissioning@kingston.gov.uk It is the Tenderer's responsibility to chase and ensure that the Authority receives the "Referee template" completed by their referee **by the ITT Deadline**. The references must be relevant to the Authority's requirement. The Referee templates must be returned to the Authority directly from the referees whom you have nominated and must not be received via your organisation. The email the referees must use is detailed in the template attached online.
- 45.4. The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees.