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Homes England Invitation to Tender

Former Whittingham Landscape Maintenance & Cleansing Contract
2020 - 2023



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Invitation to Tender

Part A – Guidance and Instructions

This section provides information on the required Contract.

Suppliers are required to READ THIS SECTION carefully to understand requirements

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



1. Introduction and Background

1.1 Introduction

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

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

Homes England

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

For more information visit www.gov.uk/homes-england

1.2 Contract Background

Homes England’s approach to landscape maintenance is led by the following principles:

- Deliver aesthetical benefits to both promote the sale of land to prospective developers and address potential impact of the landscape on adjacent residential and business properties;
- Ensure that legal duties are met e.g. Environment Protection Act 1990;
- Promote maintenance in accordance with biodiversity regulations and best practice;
- Assist with the most cost effective approach to securing landscape management;
- Respond proactively to additional service requirements; and
- Identify and rectify health and safety issues.

Homes England is currently seeking to appoint a competent Supplier for the provision of landscape maintenance and cleansing services for the former Whittingham Hospital Site.

The contract is anticipated to start 17th August 2020. Completion is anticipated 16th August 2023.

2 Procurement Process

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

This Tender takes the form of a Single Stage Tender.

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

The tender evaluation procedure is structured in four steps.

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

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

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

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

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

Award Criteria	Weighting
Price	80%
Quality	20%

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

2.1 Procurement Queries

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

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

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

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

For all ProContract portal issues please contact ProContractSuppliers@proactis.com.

2.2 Submission of Tender

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

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

2.3 Site Visits

Suppliers **must** visit the site prior to submitting a Tender.

No claims will be allowed after submission for lack, or information or other reasons which could have been resolved by a site visit.

The Supplier is required to undertake a site visit prior to submitting a tender. The submission of a Tender will denote the Suppliers confirmation of undertaking a site visit.

NOTE - Due to the current coronavirus outbreak we are limiting the number of attendees for site visits to two representatives per supplier. When attending site visits, you must follow the current government guidelines around social distancing and wear suitable PPE at all times, PPE will not be provided by Homes England and failure to wear suitable PPE may result in the cancellation of the site visit. Where possible we will provide specific time slots to minimise social interaction in these challenging times. Please email tenders@tep.uk.com to arrange access to the site.

Access arrangements to the Whittingham Site is as follows:

Site	Access Arrangements
Whittingham Hospital – PR3 2AQ	The majority of the site is open access with the exception of the southern part of the Site which is secured with a coded padlock, accessed from Stag Lane.

* Please Note: All parking is at Suppliers own risk

3 Instructions and Information

3.1 General Information

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

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

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

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

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

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

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

All submissions must be in English.

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

3.2 Suitability Assessment

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

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

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

3.2.1 Verification of Information Provided

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

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

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

3.2.2 Sub-contracting arrangements

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

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

arrangements. Homes England reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

3.2.3 Consortia arrangements

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

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

Please note that Homes England 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 Homes England as being necessary for the satisfactory performance of the contract.

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

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

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

3.2.4 Confidentiality

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

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

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

3.2.5 Grounds for Mandatory Exclusion

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

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

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

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

3.2.6 Grounds for Discretionary Exclusion

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

Conflicts of interest

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

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

Taking Account of Suppliers' Past Performance

In accordance with question 3.1(i), Homes England may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). Homes

England may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the Suitability Assessment. Homes England may also assess whether specified minimum standards for reliability for such contracts are met.

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

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

3.2.7 Self-cleaning

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

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

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

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

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

3.2.8 Technical and Professional Ability

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

Please provide details of up to three contracts, in any combination from either the public or private sector (that may include Homes England), that are relevant to Homes England's requirement as

described in this Tender. Contracts for supplies or services must have been performed during the past three years. Works contracts must be from the past five years, and VCSEs may include samples of grant funded work.

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

Consortia bids must provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples must be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the Supplies or Services, the information requested must be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the contract requirements.

4 Scope of Works

The Former Whittingham Hospital site includes land reserved for future development and Public Open Space.

This contract is envisaged to have duration of 2 years with provision for a further 1 year extension under the same Terms and Conditions of this contract. Any contract extensions will be based on tendered Rates and Prices.

The anticipated commencement date for the Service is 17th August 2020. Prior to Tendering, Suppliers should ensure that they have the availability and capacity to commence and deliver the Service within a timely manner.

Typical planned Services under this contract comprise of but are not exclusively limited to the following:

- Site inspections, whereby the Supplier shall indicate; all matters relating to the maintenance specification, recommendations for necessary Service, incidences of vandalism, fly tipping, trespass and adjustments to the scheduled Service
- Grass Cutting;
- Hedge Cutting;
- Scrub Maintenance;
- Weed Control; and
- Cleansing.

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This contract is a performance based, the performance of which will be monitored via Key Performance Indicators (KPI's).

The Maintenance Specification and Contract Drawings which will govern this Service are included within Appendix 1 and 2 respectively. Suppliers should carefully review the Service requirements prior to Pricing. The Contract Drawings are for information purposes only and do not purport to represent the landscape of the site in precise detail. Service areas are indicative only and should not be precisely scaled from.

Suppliers should review all quantities included within the Specification and Schedule of Works which are provided for guidance purposes only. Suppliers should make their own assessment of the actual quantities required by visiting the sites prior to submitting a Tender. Suppliers must view the sites for the purposes of pricing this Service. Details of access arrangements are included in Section 2.3.

The Specification describes the requirements, but all the Services implied thereby or necessary for the full and proper completion of this contract are to be performed by the Supplier in the best and most suitable manner. The Supplier should note that all items of the Service contained within the Specification have been described in reasonable detail, but the Supplier shall consider them in conjunction with manufacturers recommendations and actual Services on site and shall include in his price for everything necessary to allow him to carry out the Service in the best manner, whether specifically mentioned or not.

Suppliers must review the scope of Service following the first month on-site and should report back any potential concerns. Requirements to alter the Services beyond those currently specified are at the discretion of Homes England. Amendments to Service will be addressed via a variation to the contract by the appointed Supervising Officer. The Supplier may not use the sites for any purpose other than the carrying out of the Service.

In addition to the routine Service provision, there may be requirements for Suppliers to undertake selective repairs to infrastructure (e.g. fencing or structures), which are included within Unplanned Works under the terms of this contract. All sites have the potential for Health & Safety issues to arise, and under these circumstances Homes England requires a quick response from Suppliers to address such issues. Typical Unplanned (proactive/reactive) Works which may be undertaken as part of this contract include:

- Installation and repair to fencing including post and rail, stock proof fencing and palisade fencing;
- Installation of signage including wooden and heavy duty metal signage;
- Selective thinning works;
- Felling of individual trees; and
- Removal of fly-tipping.

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The site is currently owned by Homes England. The Supplier will be expected to develop a good working relationship with Homes England and their appointed agent(s) to ensure delivery of high quality Service. Where appropriate the Supplier may be required to co-operate and work with other Suppliers/Contractors appointed by the Employer.

In addition to the above, and critical to the safe operation of this contract, the Supplier will be required to develop a strong working relationship and understanding of site protocols to ensure risks are minimised, in particular emergency procedures. Activities of Suppliers on sites are to be governed by detailed site risk assessments and method statements covering all required Services with reference to all relevant legislation and operating procedures (including emergency procedures). Activities should be further governed by best practice in regards to landscape management, health & safety and biodiversity.

The site is publicly accessed (either authorised or unauthorised (trespass)) and, therefore, suppliers should take account of the safety of both their own staff and general members of the public. Suppliers should be aware that whilst working on Homes England owned sites, they represent the 'public face' of Homes England. Suppliers should ensure that they behave in a professional manner whilst working on sites. Suppliers may in some instances be approached by members of the public requesting information. Suppliers should ensure that members of the public are dealt with courteously and that queries are forwarded to the Supervising Officer promptly.

Suppliers on appointment will be required to identify a list of staff to be allocated to this contract. Only allocated staff will be permitted to provide Services on the contract, therefore, Suppliers should ensure that a suitable 'reserve' of staff are trained should primary staff be subject to illness or other factors which may make them unable to work. Suppliers will be required to notify the Supervising Officer in writing should they wish to add or remove staff allocated to this contract and the reasons for this. All staff working on this contract will be required to wear coveralls which make them easily identifiable and carry ID cards at all times.

The tendering Supplier should appoint a Contract Manager to oversee the management of the Service and staff, the Contract Manager should have the appropriate seniority and skills to facilitate the effective delivery of this contract. In the event of absences or annual leave the supplier should nominate a suitable alternative contact for this contract.

The Supplier will be required to attend site meetings with Homes England or its appointed Supervising Officer. It is envisaged that these meetings will be on a Quarterly basis however, Homes England reserve the right to change the frequency of the meetings dependent on suppliers performance and other issues arising.

Suppliers should note the Health and Safety requirements for this contract as detailed in Section 11 Health and Safety.

Requirements are for the following level of insurance as specified within the Contract Terms and Conditions which are to be fully in place for Contract Commencement. The specified insurance levels are required to be maintained throughout the duration of Service Provision.

- £10 Million Employers Liability; and

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- £5 Million Public Liability.

Applications for payment of provision of landscape maintenance and cleansing services will normally be serviced on a monthly basis subject to the approval of the Employer or their appointed agent(s). The Employer and/or their appointed agents will make an assessment prior to processing applications as to whether Services have been delivered to the required standard and quality.

Submission of application for payment and/or invoices will be supported by Quarterly review meetings with the Employer or their appointed agent(s) (usually in the form of a site meeting), with performance measured by Monthly Key Performance Indicators (KPI's). Prompt and regular invoicing is a key priority for Homes England.

The Supplier should be aware that Homes England is gradually disposing of its estate and, therefore, reserves the right to remove part, or all of the site from the Contract Area. Whilst Home England is looking to dispose of its assets there still remain incidences where new sites/land areas are acquired or circumstances change requiring additional operations that may be appropriate to be managed via an existing operational Landscape Maintenance Contract. Suppliers should therefore, note that the Service requirements under this Contract may also increase. Homes England endeavours to provide reasonable notice to its suppliers in respect of any increase or decrease in the Contract Area or level of required Service provision.

5 The Contract & Administration

A digital copy of the contract has been provided on ProContract (Appendix 3).

The submission of a Tender will denote the Suppliers acceptance of an undertaking to comply with the clauses contained in the Tender.

This contract is envisaged to have initial term of 2 years with provision for a further 1 year extension on written instruction for the Employer. Any contract extensions will be under the same Terms and Conditions and Specification of the initial Contract Term.

The Contract shall be administered by The Environment Partnership (TEP) Ltd, or any other person as the Employer may nominate from time to time.

Suppliers should note:

- Copyright and all other intellectual property rights shall vest and belong to the Homes England absolutely; and
- The Contract will be executed as a Deed.

6 Quality

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

7 Pricing

A pricing schedule has been provided with this Tender (Form B4) which must be completed and returned as part of the tender response.

Suppliers are required to bring forward the total Fixed price to the Form of Tender contained within Form B5. No alteration may be made to the pricing schedule provided.

The Supplier shall bear all costs associated with the preparation and submission of the Tender. The Supplier shall satisfy themselves before submitting the Tender that s/he has adequate labour to provide the Works and that s/he is able to obtain all supplies and equipment required in connection with the Works. The Supplier is to formulate its Price taking into account (but not exclusively limited to) the following factors:

- The contract will be based on a 2 year initial term with provision for a further 1 year extension on written approval of the Employer
- The Contract Sum shall remain fixed for the first year from the Commencement Date, following which subsequent years will then be subject to adjustment in accordance with the All Item Index of Retail Prices (RPI)
- To ascertain a total 3 year contract value (2 year initial term, plus one year extension) a RPI value of 3.0% has been applied to the Final Total for years 2 and 3 for the purposes of this Tendering exercise. The actual amount of the RPI adjustment to the Contract Sum shall be agreed at each annual anniversary from Commencement Date by the Employer and is dependent on Clause 3 'Key Performance Monitoring Instructions' in the Appointment of Landscape Contractor. In the event the Supplier fails to achieve the required KPI score as detailed within Clause 3 'Key Performance Monitoring Instructions' then the Supplier shall not be entitled to any uplift of the Contract sum. The Supplier should refer to Clause 3 'Key Performance Monitoring Instructions' and Clause 9 'Payments' in the Appointment of Landscape Contractor included within Appendix 3.
- The Supplier must visit and inspect the site and satisfy themselves of the full requirements of the Contract, prior to submission of the Tender. S/he shall carry out any investigations that s/he may consider necessary to satisfy themselves of the extent, character and accessibility of the site and all other conditions affecting the Service. Suppliers shall refer to section 2.3 Site Visit;

- No claim on the grounds of lack of knowledge of any of the above mentioned items will be entertained;
- Information with regard to the existing or proposed position of pipes, cables, wires etc., whether private or public utility or other statutory undertakers, is to be obtained by the Supplier from the various private, public or statutory authorities, the Employer can in no way be held responsible for any inaccurate information obtained. The Supplier shall liaise as necessary in regard to location of services which may require to be verified and isolated/disconnected for the safe execution of the Service. The Supplier will be responsible for the disconnection of any services deemed necessary for the safe execution of the Service;
- The accuracy and dimensions scaled from the drawings is not guaranteed;
- Suppliers must include for all Services shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Service. Quantities required for tendering will be the responsibility of the supplier
- All necessary labour, equipment, administration, management overheads, profit and the like to undertake the works;
- Prices quoted shall be exclusive of Value Added Tax where applicable. The Tender shall remain valid for acceptance for six months from the Tender return date; and
- The Person submitting this Tender must have the necessary authority to enter into Contractual Arrangements on behalf of the organisation and certify that they are able to undertake the Services at the Tendered price. This includes any authority from Parent Companies.

Where the rates stated do not appear to be reasonable, Homes England may initially seek clarification from the Supplier. If after clarification has been sought and Homes England still considers rates provided to be either excessively high or divisively low and unjustified in relation to the services, then Homes England may reject the Tender.

Homes England may also reject a Tender where the evidence supplied does not satisfactorily account for the abnormally low rates, with specific reference to the economics of the services provided; exceptionally favourable conditions for the supply of services; obligations to subcontractors; applicable environmental, social and labour law; and the risk of State aid.

8 Transparency

This procurement and award of this Contract is subject to the transparency arrangements being adopted by the UK Government. These arrangements include the publication of Tender documentation issued by Homes England and the Contract between Homes England and Supplier. Suppliers should highlight any areas they consider commercially sensitive in order for Homes England

to be able to honour our transparency obligations without undermining the Suppliers commercial interests.

The contract value associated with the successful Tender and the name of the Supplier may be published. As part of the Governments Transparency Agenda, Homes England regularly makes available details of expenditure in excess of £250.00 by Supplier.

9 Freedom of Information

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

10 Bribery and Corruption

Homes England takes a zero-tolerance approach to bribery and corruption and sets high standards of impartiality, integrity and objectivity in relation to the stewardship of public funds and the management of its activities. The principles contained within this policy apply to both internal and external audiences, including anyone wishing to undertake business or engage with Homes England. Please refer to our [Anti-bribery and Corruption Policy¹](#) for further information.

11 Health and Safety

This section of the Suitability Assessment mirrors the PASg1:2013+A1:2017 qualification questionnaire.

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

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

¹ <https://www.gov.uk/government/publications/anti-bribery-and-corruption-policy>

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

If a Supplier is a designer (construction related) or providing Principal Designer Services (as defined in Construction (Design and Management) Regulations 2015 (CDM 2015)), you will need to be registered and assessed as a Designer or Principal Designer. Details of SSIP schemes which undertake such assessments can be found at <http://www.ssip.org.uk/>.

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

12 Environmental Policy Statement

Homes England's [Safety, Health and Environmental \(SHE\) Policy Statement](#)² confirms that we recognise and fully accept, our statutory and moral responsibility to provide the highest safety, health and the environmental standards to protect our employees, other people affected by our activities and the environment. We are committed to the prevention of injury and ill health; the avoidance of adverse impacts on soil, water, air and biodiversity; and the continual improvement of our safety, health and environmental performance. We expect our Suppliers and contractors to go beyond their statutory duties and work with us to achieve high standards of safety, health and environmental management in all that we do.

13 Privacy Notice

Homes England (the trading name adopted by the Homes and Communities Agency) is committed to protecting the privacy and security of your personal data. Details can be found on our [website](#)³.

² <https://www.gov.uk/government/publications/homes-england-environmental-policy-statement>

³ <https://www.gov.uk/government/organisations/homes-england/about/personal-information-charter>

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14 Evaluation Criteria

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

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2.1 - 2.2	Grounds for Mandatory Exclusion	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Question 2.1(a) answered 'no' to all offences, and Question 2.1(b) and 2.2 answered 'N/A'</p> <p>OR</p> <p>Question 2.1(a) answered 'yes', to one or more offences, and Question 2.1(b) answered, and Question 2.2 answered 'yes'</p> <p><u>Fail</u></p> <p>Question 2.1(a) answered 'yes' to one or more offences, and Question 2.1(b) unanswered Question 2.2 unanswered</p> <p>OR</p> <p>Question 2.1(a) answered 'yes', to one or more offences, and Question 2.1(b) answered, and Question 2.2 answered 'no'</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Question 2.2 answered 'yes' with explanation (if requested) which is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Question 2.2 answered 'yes' with explanation (if requested) which is not to the satisfaction of Homes England</p>
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2.3	Grounds for Mandatory Exclusion	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Question 2.3(a) answered 'no', and Question 2.3(b) answered 'N/A'</p> <p>OR</p> <p>Question 2.3(a) answered 'yes', and Question 2.3(b) answered</p> <p><u>Fail</u></p> <p>Question 2.3(a) answered 'yes', and Question 2.3(b) unanswered</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Question 2.3(b) answered with explanation which is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Question 2.3(b) answered with explanation which is not to the satisfaction of Homes England</p>
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3	Grounds for Discretionary Exclusion	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Questions 3.1(a) to 3.1(j)-(iv) answered 'no', and Question 3.2 answered N/A</p> <p><u>OR</u></p> <p>Questions 3.1(a) to 3.1(j)-(iv) one or more answered 'yes', and Question 3.2 answered</p> <p><u>Fail</u></p> <p>Questions 3.1(a) to 3.1(j)-(iv) one or more answered 'yes', and Question 3.2 unanswered</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Question 3.2 answered with explanation which is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Question 3.2 answered with explanation which is not to the satisfaction of Homes England</p>
4.1	Demonstration of Economic and Financial Standing	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Questions 4.1 or (a), (b), (c) answered yes</p> <p><u>Fail</u></p> <p>Questions 4.1, (a), (b) or (c) answered no</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>All information/documentation including acceptable alternatives or equivalents provided</p> <p><u>Fail</u></p> <p>Major information requirements missing; or alternative information is incomplete, not suitable or out of date; or requests for alternative information including management accounts are unanswered</p>

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4.2	Level of Economic and Financial Standing	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u> Question 4.2 answered 'yes'</p> <p><u>Fail</u> Question 4.2 answered 'no'</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u> Both average turnover for the last two years (or equivalent value) is equal to or more than x2 the tendered value at Form B5¹ and the current ratio² is greater than 1.</p> <p><u>Fail</u> Either average turnover for the last two years (or equivalent value) is less than x2 the tendered value at Form B5¹ or current ratio² is equal to or less than 1.</p> <p>¹ Homes England reserves the right to use information relating to other contracts they have awarded and/or bidding with the preferred Supplier(s) to ensure that turnover is x2 the contract being considered here but the total combined recent award and amounts due on existing Homes England contracts should the Supplier be successful. In the first instance Suppliers must self-certify on the basis of this contract only and indicate whether they have other contracts with Homes England which may be relevant at the verification stage. In assessing this Homes England will seek to confirm the Suppliers own assessment of this to ensure accurate assessment of this test.</p> <p>² Current ratio is calculated as Current Assets/Current Liabilities (please note that this ratio calculation excludes long term debtors from current assets and excludes related party debtors and creditors (with the exception of interest bearing related party debtors and creditors with fixed repayment dates)).</p>
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4.3	Self-certification	Pass/Fail	<p><u>Evaluation of self-certification response</u></p> <p><u>Pass</u> Question 4.3 answered 'yes'</p> <p><u>Fail</u> Question 4.3 answered 'no'</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u> All information/documentation including acceptable alternatives or equivalents provided and the opinion of the auditors within the financial statements identifies no going concern issues and the level and nature of outstanding CCJs (either disclosed or obtainable from public registers) that can be funded from existing case reserves and an absence of administration or liquidation arrangements.</p> <p><u>Fail</u> Major information requirements missing; or alternative information is incomplete, not suitable or out of date; or requests for alternative information including management accounts are unanswered and the opinion of the auditors within the financial statements identifies concerns over going concern; or the level and nature of outstanding CCJs (either disclosed or obtainable from public registers) indicates a risk over inability to fund CCJs from existing cash reserves; or the Supplier is currently the subject to any kind of administration or liquidation arrangements.</p>
5	Group Information and Financial Guarantee	Pass/Fail	<p><u>Evaluation of self-certification response</u> No evaluation at self-certification stage.</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u> All information/documentation provided. Where relevant Parent Company confirmed as willing to provide guarantee if necessary; details of where a guarantee may be obtained from elsewhere provided and reasoning is to the satisfaction of Homes England.</p> <p><u>Fail</u> Major information requirements missing. Parent Company confirmed as not willing to provide a guarantee. No details provided as to where a guarantee may be obtained from elsewhere or reasoning provided is not to the satisfaction of Homes England.</p>

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6	Technical and Professional Ability	Pass/Fail	<p><u>Pass</u> Questions 6.1 and 6.2 complete or Question 6.3 complete in full with information which relates to the Scope of Services. See guidance at Section 3.2.8.</p> <p><u>Fail</u> Questions 6.1 and 6.2 incomplete or Question 6.3 incomplete or information does not relate to the Scope of Services. See guidance at Section 3.2.8.</p>
7	Requirement under Modern Slavery Act 2015	Pass/Fail	<p><u>Evaluation of self-certification response</u></p> <p><u>Pass</u> Question 7.1 answered 'yes' and 7.2 answered 'yes' with a web address provided OR Question 7.1 answered 'yes' and 7.2 'no' with an explanation provided which is to the satisfaction of Homes England OR Question 7.1 answered 'no' (as not a relevant commercial organisation) and 7.2 answered 'N/A'</p> <p><u>Fail</u> Question 7.1 answered 'yes' and 7.2 answered 'yes' with no web address provided OR Question 7.1 answered 'yes' and 7.2 'no' with no explanation provided</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u> Where the Act applies compliant annual reporting requirements have been established and evidenced; or where the Act does not apply this is reasonable.</p> <p><u>Fail</u> Where the Act applies compliant annual reporting requirements has not been established or evidenced.</p>

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8.1	Insurance	Pass/Fail	<p><u>Minimum Requirements</u></p> <p>Employer's (Compulsory) Liability Insurance = £10m GBP Public Liability Insurance = £5m GBP</p> <p><u>Evaluation of self certification response</u></p> <p><u>Pass</u> Question 8.1 answered yes</p> <p><u>Fail</u> Question 8.1 answered no</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u> Evidence to show that minimum requirements for insurance are in place, or evidenced assurance is provided to confirm that the insurance will be in place by the contract commencement date.</p> <p><u>Fail</u> Requirements for insurance are not in place, and no evidenced assurance is provided to confirm that the insurance will be in place by the contract commencement date.</p>
8.2	Skills and Apprentices	Pass/Fail	Not Applicable
8.3	Steel	Pass/Fail	Not Applicable
8.4	Suppliers' Past Performance	Pass/Fail	Not Applicable

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8.5	Equal opportunity, diversity and capability	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Questions 8.5(a),(b), (i) and (j)-(i-iii) answered 'yes', and</p> <p>Questions 8.5(c) to (g) answered 'no' or 'yes' with explanation provided</p> <p><u>Fail</u></p> <p>Question 8.5(a) to (j) unanswered</p> <p>OR</p> <p>Questions 8.5(a),(b), (i) and (j)-(i-iii) answered 'no'</p> <p>OR</p> <p>Questions 8.5(c) to (g) answered 'yes' with no explanation provided</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Where applicable evidence provided which is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Where applicable evidence provided which is not to the satisfaction of Homes England</p>
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8.6	Environmental Management	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Question 8.6(a) answered 'yes' and certificate provided</p> <p>OR</p> <p>Questions 8.6(b) to (f) answered 'yes'</p> <p><u>Fail</u></p> <p>Question 8.6 (a) answered 'yes' but no certificate provided</p> <p>OR</p> <p>Questions 8.6 (b) to (f) answered 'no'</p> <p>OR</p> <p>Questions 8.6 (b) to (f) failure to answer</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Where applicable evidence provided which is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Where applicable evidence provided which is not to the satisfaction of Homes England</p>
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8.7 (a)	Health and Safety - Exemption	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Questions 8.7(a)-(i) answered 'yes'</p> <p>OR</p> <p>Questions 8.7(a)-(ii) answered 'yes'</p> <p>OR</p> <p>Questions 8.7(a)-(iii) answered 'yes'</p> <p><u>Fail</u></p> <p>Questions 8.7(a)-(i-iii) unanswered in combination with a failure to answer Questions 8.7(b) to 8.7(l)</p> <p>OR</p> <p>Questions 8.7(a)-(i-iii) answered 'no' in combination with a failure to answer Questions 8.7(b) to 8.7(l)</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Questions 8.7(a)-(i-iii) evidence provided that is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Questions 8.7(a)-(i-iii) evidence provided that is not to the satisfaction of Homes England</p>
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Questions 8.7 (b) to 8.7 (l) will only be evaluated if required			
8.7 (b) – (l)	Health and Safety – No exemption	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u> Questions 8.7 (b) – (l) answered 'yes' to all questions</p> <p><u>Fail</u> Questions 8.7 (b) – (l) unanswered one or more</p> <p>OR Questions 8.7 (b) – (l) answered 'no' to one or more</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u> Questions 8.7 (b) – (l) evidence provided that is to the satisfaction of Homes England</p> <p><u>Fail</u> Questions 8.7 (b) – (l) evidence provided that is not to the satisfaction of Homes England</p>
8.8 (a)	Asbestos Licence	Pass/Fail	Not applicable
8.8 (b)	HSE (or equivalent) warning letter	Pass/Fail	Not applicable
8.8 (c)	ARCA/ACAD Membership (or equivalent)	Pass/Fail	Not applicable

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8.9	The General Data Protection Regulation (GDPR) (and the Data Protection Act 2018)	Pass/Fail	<p><u>Evaluation of self certification response</u></p> <p><u>Pass</u></p> <p>Questions 8.9(a) - 8.9(e) answered 'yes', and Question 8.9(f) answered 'no', and Question 8.9(g) answered N/A</p> <p>OR</p> <p>Questions 8.9(a) -8.9(e) answered 'yes', and Question 8.9(f) answered 'yes', and Question 8.9(g) answered</p> <p><u>Fail</u></p> <p>Questions 8.9(a) – 8.9(e) – answered 'no' to one or more</p> <p>OR</p> <p>Questions 8.9(a)-8.9(e) – answered 'yes', and Question 8.9(f) answered 'yes', and Question 8.9(g) is unanswered</p> <p><u>Verification of information provided by the preferred Supplier(s)</u></p> <p><u>Pass</u></p> <p>Question 8.9(g) answered with explanation which is to the satisfaction of Homes England</p> <p><u>Fail</u></p> <p>Question 8.9(g) answered with explanation which is not to the satisfaction of Homes England</p>
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RELATING TO PART B, FORM B₃ – QUALITY

Quality will account for **20%** of the Overall Score.

The following scoring methodology will apply:

5 – Excellent Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the requirements.

Response identifies factors that will offer potential added value, with evidence to support the response.

4 – Good Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

3 – Acceptable Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the requirements.

2 - Minor Reservations Some minor reservations of the Supplier's understanding and proposed methodology, with limited evidence to support the response.

Your submission will be deemed a fail if your unweighted score is a 0 or 1 for any one quality criteria question

1 - Major Reservations/Non-compliant Major reservations of the Supplier's understanding and proposed methodology, with little or no evidence to support the response.

0 - Unacceptable/Non-compliant Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.

Please note:

Any text beyond the specified page limits below will be ignored and will not be evaluated.

Homes England will not cross-reference to other answers when assessing Form B₃ responses.

Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.

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Number	Question	Response Requirements	Weighting
1	<p>Question 1 Please provide details of how you propose to deliver the Service</p> <p><i>Maximum page limit = 2 sides of A4, minimum font size 10 point</i></p> <p><i>Example CV's (1 sided only) no greater than A4 in size.</i></p> <p><i>Organogram (1 sided only) no greater than A4 in size,</i></p> <p>Minimum Corbel 11.font size.</p>	<p>Particular consideration should be given (but not limited to) the following:</p> <ul style="list-style-type: none"> • How will you deliver compliance with the contract documents, specification and supporting information, in particular how will you work to the KPI's included within the contract to ensure compliance throughout the duration of the Contract • An explanation regarding how you believe your project management structure will ensure that this project is successful. Your response should include examples of previous projects where you have used the approach/methodology you are proposing for this project as well as an organogram and CVs of the Core Team (the organogram and CVs will not be included in the page limit). The organogram is required to show the following: <ul style="list-style-type: none"> - Clearly identify the Core Team, naming individuals with overall project responsibility and managers responsible for delivery of key functions/work areas e.g. contract manager, supervisor, ground maintenance operative, health & safety. CVs will be used to demonstrate that all of the key functions requested above have been suitably resourced; - Show clear lines of responsibility & reporting with reference to external third parties e.g. Homes England, Supervising Officer etc.; and - Outline sub-consultant input within the structure and their lines of reporting and responsibility where intended to be used; and • Outline the quality systems you will implement to monitor the works in order to ensure they conform to the specifications and if any non-conformance is observed then how this will be addressed to avoid further works that don't comply with the specification. • <i>Suppliers should refer to Specification, Contract Drawings and Schedule of Works provided in this Tender.</i> 	10%
2	<p>Question 2 Please outline the approach you would take to manage public presence on Sites:</p> <p><i>Maximum page limit = 2 sides of A4,</i></p> <p>Minimum Corbel 11.font size.</p>	<ul style="list-style-type: none"> • As the public face of Homes England, how will you ensure that site based operatives have the skills, knowledge and experience to address the public and handle their concerns in a courteous and polite manner? 	5%

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		<ul style="list-style-type: none"> • Give examples of how you have taken into consideration public presence on site (both authorised and unauthorised) to ensure their safety is maintained? • What procedures will you have in place for escalation of problems where required from members of the public/third parties and how do you ensure that issues are effectively resolved to the satisfaction of the client? How is this recorded? 	
3	<p>Question 3 Please outline the approach you would take to risk management</p> <p><i>Maximum page limit = 2 x A4 page limit</i></p> <p>Minimum Corbel 11 font size</p>	<ul style="list-style-type: none"> • Who will be responsible for health and safety of the project what qualifications and experience do they have to demonstrate they are suitable and competent to provide this role? • What approach would you take to identifying risks associated with the Service? • How will you identify the risk owner? • How will you ensure measures are implemented to safeguard and mitigate risks to Homes England, You and Third Parties and how will you communicate these? 	5%

RELATING TO PART B, FORM B₄ – SCHEDULE OF WORKS

Price will account for **80%** of the Overall Score. The lowest price as submitted in Form B₄ will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below.

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Worked Example

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

Supplier	Question	Score out of 5	Weighting	Weighting Multiplier	Weighted Score
Supplier A	1	3	10%	2	6
	2	4	5%	1	4
	3	3	5%	1	3
Total					13
Supplier B	1	5	10%	2	10
	2	4	5%	1	4
	3	3	5%	1	3
Total					17
Supplier C	1	5	10%	2	10
	2	1	5%	1	Fail
	3	3	5%	1	3
Total					Fail

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

Supplier	Tender Price from Form B4	Lowest price/Supplier's price (as %)	Price Score (out of 80)
Supplier A	350	$350/350 = 100\%$	$100\% * 80 = 80$
Supplier B	700	$350/700 = 50\%$	$50\% * 80 = 40$
Supplier C	Not applicable	Not applicable	Not applicable

Worked example of Overall Score and Ranking

Supplier	Total Quality Score	Price Score	Total Score	Ranked Position
Supplier A	13	80	93	1
Supplier B	17	40	57	2
Supplier C	Fail	Not applicable	Not applicable	Fail

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Annex 1: Mandatory Exclusion Grounds

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

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

Participation in a criminal organisation

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

Conspiracy within the meaning of

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

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

Corruption

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

The common law offence of bribery;

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

Fraud

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

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

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- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

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

Money laundering or terrorist financing

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

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

Child labour and other forms of trafficking human beings

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

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

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

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

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

Non-payment of tax and social security contributions

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

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

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;

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

Other offences

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

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

Annex 2: Discretionary Exclusion Grounds

Obligations in the field of environment, social and labour law

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

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

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

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

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

Been involved in the preparation of the procurement procedure.

Prior performance issues

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

Misrepresentation and undue influence

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

Additional exclusion grounds

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

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

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

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

Consequences of misrepresentation

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

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.

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- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

Invitation to Tender

Part B – Forms to be Returned

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

Full name of the Supplier	
---------------------------	--



Form B1 Certificate of Non-Collusion and Non-Canvassing

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

WE CERTIFY THAT:

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

IN THIS CERTIFICATE

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

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

Form B2 Suitability Assessment

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

Supplier Information

Section 1.1: Supplier Details

	Question	Response
1.1(a)	Full name of the potential Supplier submitting the information	
1.1(b) (i)	Registered office address (if applicable)	
1.1(b)-(ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i)-(i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i)-(ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s)	
1.1(j)-(i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

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1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate:² ³</p> <ul style="list-style-type: none"> - Name; Date of birth; Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

¹ See EU definition of SME http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en.

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House.

³ A criminal record check for relevant convictions may be undertaken for the preferred Suppliers and the persons of significant in control of them.

Section 1.2: Bidding Model

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

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

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

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

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

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

	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators? ¹ If 'yes', please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3 If 'no', and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹ Where bidding as a consortium can you confirm whether the consortium is not proposing a new legal entity or whether a special purpose vehicle or SPV is proposed. If the latter is proposed explanation of ownership and shareholding (actual and proposed) is required.

1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Section 1.3: Contact Details

The primary form of communication will be via ProContract. The details here are required to provide an alternative means of communication in the unlikely event it is needed.

	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	

Section 1.4: Licensing

	Question	Response										
1.4.1	Details specifically on Waste Carriers Licence are required to be provided here.	<table border="1"> <tr> <td>Upper Tier Licence</td> <td>Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> <tr> <td>Name of licence carrier</td> <td></td> </tr> <tr> <td>Registered address</td> <td></td> </tr> <tr> <td>Licence Number</td> <td></td> </tr> <tr> <td>Expiry Date</td> <td></td> </tr> </table> <p>If the organisation has identified they do not hold a waste carriers licence, please provide details as to any exemptions which apply and/or how waste will be managed in the delivery of the Service.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of licence carrier		Registered address		Licence Number		Expiry Date	
Upper Tier Licence	Yes <input type="checkbox"/> No <input type="checkbox"/>											
Name of licence carrier												
Registered address												
Licence Number												
Expiry Date												

Grounds for Exclusion

Section 2: Grounds for Mandatory Exclusion

	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on the Annex 1, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed in Annex 1.</p>	
	Participation in a criminal organisation	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Corruption	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Fraud	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If Yes please provide details at 2.1(b)	
2.1(b)	<p>If you have answered 'yes' to any of the above questions under 2.1(a), please provide further details here.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p> <p>If you have answered 'no' to the above under 2.1(a), please respond with "N/A".</p>	
2.2	If you have answered 'yes' to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

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2.3(b)	<p>If you have answered 'yes' to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p> <p>If you have answered 'no' to the above under 2.3(a), please respond with "N/A"</p>	
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Please Note: Homes England reserves the right to use its discretion to exclude a potential Supplier where it can demonstrate by any appropriate means that the potential Supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3: Grounds for Discretionary Exclusion

	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out in Annex 2, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/>

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3.1(j)	Please answer the following statements:	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the suitability criteria	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(j) – (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, suitability or award.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If 'yes' to any of the questions at 3.1(a) to (j) please provide details at 3.2.	
3.2	<p>If you have answered 'yes' to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p> <p>If you have answered 'no' to the above under 3.1, please respond with "N/A"</p>	

Suitability Questions

Section 4: Economic and Financial Standing

	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with 'yes' or 'no' in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/ Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'yes' or 'no' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.3	Please self-certify whether you already have, or can commit to provide the following: <ul style="list-style-type: none"> • Relevant latest auditors report identifies that the organisation is a going concern • Statement that the organisation is not subject of administration or liquidation arrangements • Statement that any outstanding CCJs can be met by existing cash reserves. 	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5: Group Information and Financial Guarantee

If you have indicated in your response to question 1.2 that you are part of a wider group, please provide further details below:

Name of organisation	
Relationship to the Supplier completing these questions	

	Question	Response
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6: Technical and Professional Ability

6.1	Relevant experience and contract examples Please refer to Part A Section 3.2.8 for further guidance relating to this section. If you cannot provide examples see question 6.3.		
	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Short description of contract ¹			
Contract start date			
Contract completion date			
Estimated contract value (GBP)			

¹ In no more than 250 words, please provide a brief description of the contract delivered including location, your role and evidence as to your relevant technical capability.

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PROTECT – COMMERCIAL

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence must include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>
6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7: Requirements under Modern Slavery Act 2015

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

	Question	Response
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> <i>Please provide the relevant web address or url</i> No <input type="checkbox"/> <i>Please provide an explanation below</i> N/A <input type="checkbox"/>

Additional Suitability Questions

Section 8.1: Insurance

	Question	Response
8.1	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated in Part A Section 14.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 8.2: Skills and Apprentices

Not applicable

Section 8.3: Steel

Not applicable

Section 8.4: Suppliers' Past Performance

Not applicable

Section 8.5: Equal opportunity, diversity policy and capability^{9 10}

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

⁹ See PASg1:2013 + A1:2017, Table 5, Optional Question Module O1 for further details.¹⁰ For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

Section 8.6: Environmental Management¹¹¹²

	Question	Response
8.6(a)	Exemption The questions in this module need not be completed if your organisation holds a UKAS ¹³ (or equivalent) accredited independent third party certificate of compliance with BS EN ISO 14001 or a valid EMAS certificate, and can provide the supporting evidence if requested.	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

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

¹¹ See PAS91:2013, Table 5, Optional Question Module O2 (questions 1 to 6) for further details.

¹² For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

¹³ As required by EU Regulation EC 765/08 (Accreditation and Market Surveillance), the UK has appointed a single National Accreditation Body through The Accreditation Regulations 2009, which is UKAS.

Section 8.7: Health and Safety¹⁴

	Question	Response
8.7(a)	Exemptions and pertinent question selection If your organisation meets the criteria identified in one of 8.7(a) - (i) to 8.7(a) – (iii) below and you can provide the supporting evidence required, you do not need to complete questions 8.7(b) to 8.7(l) of this section. If exemption is not claimed, please move to 8.7(b). If you are claiming an exemption, but this does not cover all categories or roles please complete question 8.7(l).	
8.7(a) - (i)	You have, within the last twelve months, successfully completed a prequalification application undertaken by an assessment provider able to demonstrate that its information gathering process is equivalent to that of PAS 91 and can provide the supporting evidence if requested.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.7(a) - (ii)	You have, within the last twelve months, successfully met the assessment requirements of a construction-related scheme in registered membership of the Safety Schemes in Procurement (SSIP) forum and can provide the supporting evidence if requested.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.7(a) - (iii)	You hold a certificate of compliance with BS OHSAS 18001 (or equivalent) issued by a Conformity Assessment Body accredited to provide conformity assessment services to that standard, ¹⁵ e.g. accredited by UKAS, and can provide the supporting evidence if requested.	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

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

8.7(b)	Are you able to show that you have a general policy and an organisation which is responsible for ensuring effective health and safety (H&S) management? <i>Evidence of periodically reviewed general H&S policy, signed and dated by a senior person within the organisation. The H&S policy should also contain the organisation and arrangements. These should be relevant to the anticipated nature and scale of activity to be undertaken, and set out responsibilities for H&S management at all levels in the organisation.</i> ¹⁶	Yes <input type="checkbox"/> No <input type="checkbox"/>
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¹⁴ See PAS91:2013+A1:2017, Table 4, Core Question Module C4 (questions 1 to 14) for further details.

¹⁵ In 8.7(a) - (iii), 'accredited means having undergone third-party attestation by an organisation that is a signatory to either or both of the European Accreditation or International Accreditation Forum, multi-lateral agreements.

¹⁶ Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be.

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8.7(c)	<p>Are you able to show your arrangements for ensuring that your H&S measures are effective in reducing/ preventing work-related incidents, occupational ill-health and accidents?</p> <p><i>Details of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken, and how these arrangements are communicated to workers.</i> ¹⁷</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(d)	<p>Do you have ready access to competent H&S advice/ assistance?</p> <p><i>Evidence of how your organisation has ready access to competent H&S advice, for both general health and safety and, for CDM duty holders, construction-related health and safety.</i> ¹⁸</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(e)	<p>Do you have a process for providing your employees/other workforce with training and other information appropriate to the activities that your organisation is likely to undertake?</p> <p><i>Evidence that your organisation implements relevant training arrangements to ensure that employees/other workforce have sufficient skills and understanding to discharge their various duties. This should include refresher training on relevant good H&S practice and, for CDM contractors and principal contractors, Construction Phase Plans (CPP) may be used to show how information is disseminated or communicated on-site.</i> ¹⁹</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(f)	<p>Do your employees/other workforce have H&S and other relevant knowledge, experience and skills to carry out activities that your organisation is likely to undertake?</p> <p><i>Evidence that your employees/other workforce have suitable knowledge, experience and skills for the activities assigned to them, unless there are specific situations where they need to work under competent control and/or supervision (e.g. apprentices and other trainees).</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(g)	<p>Do you check, review and, where necessary, improve your H&S performance?</p> <p><i>Evidence that your organisation has an effective, ongoing system for monitoring H&S procedures, and for periodically reviewing and updating that system as necessary.</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

¹⁷ Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be.

¹⁸ Access to competent in-house advice, in whole or part, is usually preferred. It is essential that H&S advisor(s) are able to provide general H&S advice and that, for CDM duty holders (from the same source or elsewhere) advice on relevant construction H&S issues is accessible as required.

¹⁹ Relevant and proportionate CPPs are required for 'construction work' covered by CDM 2015. CPPs need only be proportionate to the nature of the activity likely to be undertaken.

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8.7(h)	<p>Do you have procedures for involving your employees/other workforce in the planning and implementation of H&S measures?</p> <p><i>Evidence that your organisation implements a means of consulting with its employees/other workforce on H&S matters and how comments, concerns or complaints submitted by employees/other workforce are taken into account.</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(i)	<p>Do you routinely record and review accidents/incidents and undertake follow-up action?</p> <p><i>Evidence that your organisation maintains records of all RIDDOR-reportable ²⁰ and other incidents for at least the last three years.</i></p> <p><i>Evidence that your organisation has an effective system for reviewing significant incidents, and recording any resulting action taken (including your response to any H&S enforcement activity).</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(j)	<p>Do you have arrangements for ensuring that your suppliers also apply H&S measures that are appropriate to the activities that your organisation is likely to undertake?</p> <p><i>Evidence that your organisation implements arrangements for ensuring and monitoring H&S skills, knowledge and experience, and performance, throughout your entire supply chain, appropriate to the work likely to be undertaken.</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
8.7(k)	<p>Do you operate a process of risk assessment, capable of supporting safe systems of work?</p> <p><i>Evidence that your organisation implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work ("method statements").</i></p> <p><i>Please provide indicative examples, which must include: the identification and control of any significant occupational health (not just safety) issues, appropriate to the work likely to be undertaken. ²¹</i></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

²⁰ RIDDOR: The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

²¹ Organisations with fewer than five employees are not legally required to have a documented policy statement. If a Supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be.

Contractor

Not applicable

Principal Contractor

Not applicable

Designer

Not applicable

Principal Designer

Not applicable

Section 8.8: Asbestos

Not applicable

Section 8.9: The General Data Protection Regulation (GDPR) (and the Data Protection Act 2018)²²

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

²² For organisations working outside of the UK please refer to equivalent legislation in the country that you are located

Template for Appendices

Appendix Number	
Form B2 Section	
Question number	

Form B₃ Quality Submission

To enable Homes England to evaluate the quality element of the Award Criteria, we require Suppliers to provide a response to the delivery of the Scope of Works outlined in Section 4.

Suppliers **should refer to Section 14 Evaluation Criteria, contained within Part A** of this document for the relevant weightings and page limits for each question and also the scoring methodology to be used within the evaluation. The answers to each question must be within the page limits is set out in the evaluation criteria. Suppliers can either use the below template for their answers or use their own equivalent template.

Please provide details of how you propose to deliver the Service

Particular consideration should be given (but not limited to) the following:

- How will you deliver compliance with the contract documents, specification and supporting information, in particular how will you work to the KPI's included within the contract to ensure compliance throughout the duration of the Contract
- An explanation regarding how you believe your project management structure will ensure that this project is successful. Your response should include examples of previous projects where you have used the approach/methodology you are proposing for this project as well as an organogram and CVs of the Core Team (the organogram and CVs will not be included in the page limit). The organogram is required to show the following:
 - Clearly identify the Core Team, naming individuals with overall project responsibility and managers responsible for delivery of key functions/work areas e.g. contract manager, supervisor, ground maintenance operative, health & safety. CVs will be used to demonstrate that all of the key functions requested above have been suitably resourced;
 - Show clear lines of responsibility & reporting with reference to external third parties e.g. Homes England, Supervising Officer etc.; and
 - Outline sub-consultant input within the structure and their lines of reporting and responsibility where intended to be used; and
- Outline the quality systems you will implement to monitor the works in order to ensure they conform to the specifications and if any non-conformance is observed then how this will be addressed to avoid further works that don't comply with the specification.

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Please outline the approach you would take to manage public presence on Sites:

- As the public face of Homes England, how will you ensure that site based operatives have the skills, knowledge and experience to address the public and handle their concerns in a courteous and polite manner?
- Give examples of how you have taken into consideration public presence on site (both authorised and unauthorised) to ensure their safety is maintained?
- What procedures will you have in place for escalation of problems where required from members of the public/third parties and how do you ensure that issues are effectively resolved to the satisfaction of the client? How is this recorded?

Please outline the approach you would take to risk management

- Who will be responsible for health and safety of the project what qualifications and experience do they have to demonstrate they are suitable and competent to provide this role?
- What approach would you take to identifying risks associated with the Service?
- How will you identify the risk owner?
- How will you ensure measures are implemented to safeguard and mitigate risks to Homes England, You and Third Parties and how will you communicate these?

Form B4 Pricing Schedule

The completed Form B4 Pricing Schedule must be returned as part of the Tender Return.

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

See attached individual spreadsheet Form B4 Schedule of Works (Excel Document), provided alongside this Invitation to Tender.

Form B5 Form of Tender

FORM OF TENDER – SUPPLIERS MUST CARRY FORWARD THE TOTAL PRICE FROM FORM B4 SCHEDULE OF WORKS

Homes England – Former Whittingham Landscape Maintenance & Cleansing Contract, 2020 – 2023

ProContract Tender Reference: DN443827

Chief Executive
Homes England

I/We _____ (Supplier's name)

having read the tender documentation delivered to us and do hereby offer to provide the Whittingham Landscape Maintenance & Cleansing Contract described for the sum carried from the Schedule of Works for the period 2020 – 2023 [*]:

For the Fixed Price sum of []**

(amount in figures and words taken from Form B4 Schedule of Works).

[*] **Period based on initial 2 year duration 2020/21 & 2021/22.**

2022 – 2023 represents an extension year which is subject to written approval of the Employer.

[**] **Fixed Price Sum is based on Year 1 cost with an RPI increase (to be identified by the Employer) applied to Year 2 and 3 subject to achievement of the required KPI score as detailed in Clause 3 & 9 of Appointment of Landscape Contractor. The total 3 year value should be taken forward as the Fixed Price Sum.**

Total for Period (£ _____ p).

(amount in numbers as arrived at in the Form B4 Schedule of Works)

The lump sum tender is made up of annual sums as shown below:

2020/21 £ _____

2021/22 £ _____

2022/23 £ _____

This Tender remains open for acceptance for six calendar months from the tender return date.

I/We confirm that we currently hold (or agree to effect) Public Liability/Third Party Insurance indemnifying us and the Homes England against such liability with a limit of indemnity of not less than £5 million in any one accident, unlimited in any one year.

I/We agree and understand that no insertion or endorsement made to this Form of Tender or any other conditions made by the Supplier in connection with this tender figure will be accepted by Homes England

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and any such insertion, endorsement or condition shall render the tender liable to rejection by Homes England.

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

I/We are aware of the consequences of serious misrepresentation.

Dated this _____ day of _____ 2020

Signed _____

Witness _____

Print Name: _____

Address _____

Position in Company _____

Name and Address Company _____

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