

**CONTRACTOR WORKS & SERVICES**

**DYNAMIC PURCHASING SYSTEM –**

**TERMS, CONDITIONS AND DPS INFORMATION**

REVISION 001 – February 2023

Section 1 – Introduction (About Bromford)

**Bromford Housing Group Limited**, (Parent of the Group) as a central purchasing body on behalf of itself and any of its current or future entities and subsidiaries (together “**Bromford**”) wishes to invite interested organisations (**“Potential** **Suppliers”**) to participate in a procurement process to award a Contract for works & services.

**Bromford Housing Group Limited** (trading as “Bromford”) is a non-charitable, non-profit FCA Registered Society (no. 29996R) incorporated under the Co-operative and Community Benefit Societies Act 2014, (Regulator of Social Housing number: L4449-RP); and whose registered office is at One Exchange Court, Brabourne Avenue, Wolverhampton Business Park, Wolverhampton WV10 6AU.

The current operating entities and subsidiaries of Bromford Housing Group Limited are:

**Bromford Housing Association Limited**, a charitable, non-profit FCA Community Benefit Society (no. 7106) registered under the Co-operative and Community Benefit Societies Act 2014. (Regulator of Social Housing number: 4819-RP);

**Merlin Housing Society Limited**, a charitable, non-profit FCA Registered Society (no. 30012R) registered under the Co-operative and Community Benefit Societies Act 2014. (Regulator of Social Housing number: L4485-RP). (With effect from 2nd July 2018);

**Bromford Home Ownership Limited**, a non-charitable, non-profit FCA Registered Society (no. 29991R) registered under the Co-operative and Community Benefit Societies Act 2014. (Regulator of Social Housing number: L4450-RP);

**Bromford Developments Limited**, a Private Limited Company, incorporated under the Companies Act 2006 (registered number: 06507824);

**Bromford Assured Homes Limited,** (trading as Bromford Homes),a Private Limited Company, incorporated under the Companies Act 2006 (registered number: 02677730);

**Riverside Mews Management Company Limited,** a Private Limited Company, incorporated under the Companies Act 2006 (registered number: 02953846);

**Oakbrook Homes Limited,** a Private Limited Company, incorporated under the Companies Act 2006 (registered number: 09828967). (With effect from 2nd July 2018);

**Strand Services (Whitchurch) Limited,** a Private Limited Company, incorporated under the Companies Act 2006 (registered number: 02645753).

**Street Services Limited,** a Private Limited Company, incorporated under the Companies Act 2006 (registered number: 03711394);

Bromford is a group of registered providers of social housing and support services. Following the confirmation of a new partnership with Merlin Housing Society in July 2018, Bromford has strengthened its core purpose of inspiring people to be their best and supporting more customers than ever before to build and rebuild their lives. Operating in central England, Bromford is based right across Staffordshire, Shropshire and the West Midlands before stretching south over Warwickshire, Worcestershire, Oxfordshire and Gloucestershire through to the edge of Bristol.

Promoting its deeply held belief in people, Bromford’s passion for more than 50 years has been to empower more customers to build resilience and take control of their own lives through sustainable and thriving communities. Bromford owns and manages around 42,000 homes and the new organisation has ambitions to invest £1.5bn in 14,000 new homes over the next decade, helping to solve the UK’s housing crisis by meeting needs across rent, shared ownership, retirement living, supported housing and outright sale.

Bromford’s strategy is underpinned by a strong financial core going back a number of years which was again confirmed recently through the retention of our sector-leading A1 credit rating by credit ratings agency Moody’s. With a real focus on providing value for money and genuine social value, Bromford is passionate about providing high-quality affordable homes in places that people want to live as well as maintaining innovative and efficient services by coaching more people to unlock their potential.

The bidder can read more about Bromford’s purpose which is set out in our Statement of Strategy, available on our website.

# Section 2 – What is a Dynamic Purchasing System?

A Dynamic Purchasing System (“DPS”) is a completely electronic system for tendering and awarding public sector contracts. A DPS is different to a traditional framework in that it is open-ended, with new Suppliers able join at any time throughout the duration of the DPS.

Suppliers wanting to join the Bromford’s DPS for Construction Works & Services must submit a Request to Participate which consists of a variation of the Standard Selection Questionnaire. The questionnaire will include Bromford specific questions that suppliers must answer. The submitted Requests to Participate are evaluated to establish the Contractor’s general suitability and capability to provide the services under contracts awarded through the DPS.

The assessment of Requests to Participate works on a self-certification/pass or fail basis and weighted questions. The assessment considers aspects of the Supplier’s financial and technical capability, whether certain minimum criteria are met and, based on this assessment, the Supplier is either accepted onto the DPS or rejected and provided with feedback in order to enable them to re-apply at a later date should they wish to do so.

Specific contracts are awarded under the DPS during a second ‘tender’ stage of the process. For this tender stage, the Customer invites all Suppliers within the relevant Category and Geographical region on the DPS to bid for the specific contract.

Evidence and documentation is required from Suppliers at the Request to Participate stage in order to gain a position on the DPS. For example, copies of documents, policies and insurance certificates will be required from Suppliers when submitting their Request to Participate. This is to ensure a minimum level of standard from suppliers that wish to provide services and works to Bromford.

# Section 3 – Construction Works & Services DPS Information

This DPS is being created in accordance with Regulation 34 of the UK statutory instrument Public Contracts Regulations 2015/102. Contracts to be awarded under the established DPS will follow the requirements of Regulation 28 (“Restricted Procedure”). Therefore, Regulations that apply to the Restricted Procedure, and to procedures generally, apply to the DPS, except where regulation 34 specifically alters or dis-applies them.

Bromford invites organisations to participate in a 60 month DPS for Construction Works & Services, mostly relating with maintenance and development of socials housing.

The estimated value of contracts to be awarded through the DPS during the 60 month period is approximately £60,000,000 excluding VAT. Any estimate of value is for information purposes only. Therefore, please note that there will be no form of exclusivity or volume that is guaranteed under the DPS and Bromford will be entitled to enter into other contracts and arrangements with other suppliers for the provision of any, or all, of the requirements which are the same as, or similar to those specified under the DPS.

# Section 4 – Category Information

The DPS requires relevant qualified service providers and comprises of the following “Categories”:

Category 1: Groundworks

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £2,000,000.

Category 2: Brickwork

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £2,000,000.

Category 3: Fencing and Gates

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £2,500,000.

Category 4: Drainage

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,500,000.

Category 5: Windows & Doors

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £8,000,000.

Category 6: Ironmongery

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,500,000.

Category 7: Roofing

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £8,000,000.

Category 8: Heating & Gas

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £5,000,000.

Category 9: Plumbing

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £3,000,000.

Category 10: Joinery

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,500,000.

Category 11: Electrical

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £4,250,000.

Category 12: Kitchens & Bathrooms (including Wetrooms)

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £8,000,000.

Category 13: Plastering

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,500,000.

Category 14: Insulation

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £2,500,000.

Category 15: Aids & Adaptations

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. While the services are targeted at kitchen, bathrooms and wetrooms; works can include any aids and adaptations required in social housing. Estimated total value of contracts to be awarded under this Category during the 60 month period is £2,000,000.

Category 16: Working at Heights

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,000,000.

Category 17: Decoration Services

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £2,500,000.

Category 18: Landscaping & Grounds Maintenance

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,000,000.

Category 19: Flooring

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,250,000.

Category 20: Clearance & Cleaning

Contracts awarded under this DPS Category may include all or a mix of the works and services highlighted in “Supplier Matrix – Categories & Geography” spreadsheet document. Estimated total value of contracts to be awarded under this Category during the 60 month period is £1,000,000.

Each category will include install only and supply and install options where possible. All categories will include both an internal and external option where applicable. Please note service providers are permitted to submit for any or all of the sub-categories, refer to spreadsheet document “Supplier Matrix – Categories & Geography” to see more information on the subcategories in each main category.

Additional Information:

* All categories will include work for, but not limited to, void and occupied properties and for existing and new build properties with the ability to service internal and / or external both planned / cyclical and reactive contracts.
* All categories product areas will require service providers to supply a variety of product options especially regarding their relevant end use, such as but not limited to, the varying material options, health and safety features, ease of maintenance, durability and aesthetic.
* Bromford reserve the right to combine any / all of the above categories into a single contract, if this occurs only those awarded service providers who are successful approved onto those categories (and geographical regions) will be eligible to be invited to tender for the opportunity.
* There is a potential that Bromford will require additional support services, such as but not limited to, product selection / layout consultation, removal of original products and associated products and the reasonable making good of relevant surrounding areas relating to where the products are removed and / or installed.

# Section 5 – DPS Process

The procurement process for the DPS will comprise of the following 5 stages:

| **ADVERT** |  | **ITT & DPS SETUP** |  | **MINI-COMPETITION OR RFQ** |  | **AWARD** |  | **MOBILISATION** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |
| The advertisement placed by Bromford in the Find a Tender (FTS) & Contracts Finder. |  | Request to Participate by confirming:   1. Exclusion grounds – self certification that potentially suitable suppliers have not breached the exclusion grounds; 2. Minimum levels of suitability stage - Identification of potentially suitable suppliers who meet Bromford’s minimum suitability criteria requirements (who pass all of the pass/fail questions); |  | 1. Request for quote where applicable, otherwise scored assessment of potentially suitable suppliers who have not breached the exclusion grounds and have met all of the minimum suitability criteria requirements, in order to select the:   The top scoring bidder(s) to be awarded the Contract. |  | a) The issue of notification from Bromford of the outcome of the tender evaluation process subject to the 10-day standstill period and provision of feedback to unsuccessful potential suppliers;  b) The issue of formal notification from Bromford following the conclusion of the standstill period for award to the top scoring supplier(s) to be appointed  and publication of the Award Notice in the FTS & Contracts Finder. |  | Execution of the Contract with the successful supplier(s). |

The **Amber** Box above is the current position in the process, and is the stage where every potential bidder starts when requesting to join the DPS. The following 3 stages are applicable when a call for competition is called (either through a mini-competition or request for a quote, depending on the value and complexity of contract). There is no guarantee that after joining the DPS, a tender or request for a quote will be ran for the categories the potential bidder has applied. Tenders will be run as and when Bromford requires to renew contracts or alternatively new works and services are required.

DPS Rounds

Suppliers may apply to join the DPS whenever they want. However their application will fall in one of the DPS Rounds that is taking place at the time they apply.

A DPS round lasts for the duration of a month, and it finishes on the last day of each month; with a new round starting on the 1st of the following month.

On the last day of each month, when the round ends, all applications that have been submitted up to that point will be evaluated, and a decision will be provided to bidders before the end of the following Round.

For example:

1. The Bidder will generate an intent to respond, on the 10th of the month. They finish their application and submit it on the 24th of the month. Until the round ends, Bromford cannot access their bid, nor can we evaluate it.
2. On the 30th of the month (or 28th, or 31st depending on the month) the DPS Round will end, with bids being made available to the evaluators. However, scoring may be affected by internal workload which may delay the process, but results will be posted before the end of the following DPS Round.
3. The following Round starts on the 1st of the month; with the DPS allowing new applications to be made, regardless if one was made already in another round, or if the supplier has already been accepted to the DPS. And the process repeats itself, until the DPS is closed.

Suppliers interested in gaining a place on this DPS must complete a selection questionnaire available via the ProContract portal:

<https://procontract.due-north.com/Advert?advertId=9ad9e4a7-ac5e-ed11-811b-9f38301b3091>

The selection questionnaire is based upon the standardised selection questionnaire as issued by Crown Commercial Services, with some additional project specific questions. Guidance regarding minimum requirements of Suppliers wishing to have a place on the DPS is provided within this document.

Completion and submission of the selection questionnaire represents a “Request to Participate” in the DPS. Suppliers are entitled to Request to Participate at any time during the life of the DPS. Therefore, the call for competition as made through the Contract Notice will continue to be active and the DPS documents will continue to be available electronically throughout the life of the DPS.

Bromford is required to consider a Request to Participate and make a decision whether or not to admit the Supplier concerned within 10 working days of receipt (15 days in certain duly justified cases). Bromford must then notify the Supplier making the Request to Participate of its decision at the earliest possible opportunity. Suppliers that have been appointed to the DPS will be invited to submit full tenders as and when a contract opportunity arises in the Categories they are appointed to.

Suppliers need to be aware, that they will only be able to participate in tenders under the DPS after they have been formally notified that they are appointed to the DPS.

For tenders issued under the DPS, Bromford must and will invite all Suppliers admitted to the DPS in the relevant Category and Geographical region to submit a Tender. The Tender will be sent to all Suppliers in electronic format, using the ProContract system. As this DPS has been set up using Categories, Bromford will only send tenders to suppliers admitted to the relevant Category to which the contract relates.

Suppliers will be given a minimum of ten days to submit tenders for specific contracts issued under the DPS by Customers. Suppliers have freedom of choice as to whether they wish to submit a tender for a specific contract. Suppliers should however communicate a decision not to bid before the tender submission deadline. Suppliers deciding not to bid for a specific contract will not be excluded from bidding for other contracts under the DPS.

Contract Award Notices will be issued for every contract awarded under the DPS. However, the awards will be uploaded onto the relevant websites/platforms on a quarterly basis, as opposed to individual awards. Bromford is not under any obligation to apply a standstill period at the point of award. However, a voluntary standstill period is advised and should be observed if possible.

When awarding a contract the relevant documentary evidence referred to in the Selection Questionnaire will be re-requested where applicable, and if this not provided upon request following a tender and without delay, Bromford reserves the right to amend the contract award decision and award to the next compliant Supplier.

# Section 6 – Award Criteria & Cost Models

The Award Criteria to be used to assess full tenders submitted under the DPS Categories will typically be split as follows:

* All Categories: 40% Quality, 60% Cost

These Award Criteria may be formulated more precisely for contracts to be awarded, as set out in the tender documents for the specific contract in question. This includes the overarching split of weighting for Quality and Cost, which may be shifted as necessary to ensure the award criteria for a specific contract results in the Best Quality Price Ratio for Bromford. Typically, Bromford will review their specific requirements and select the range of criteria that offers the best combination of quality and price.

The cost model(s) to be used for contracts will be defined within tender documentation issued for the specific contract. Bromford reserves the right to use any, all or none of the above listed pricing/cost methodologies.

# Section 7 – Form of Contract

Full clarity over any preferred form of contract to be used will be provided in any tender issued under this DPS.

It is envisaged that the forms of contract to be typically used will either be the Bromford’s preferred form of contract (i.e. JTC) or in some circumstances the Supplier’s standard applicable contract with relevant amends to ensure suitability and compliance with Bromford’s requirements.

A form of contract will be provided for bidders to review when a tender/quote is run.

# Section 8 – Terms and Conditions of DPS

The following are terms and conditions of this DPS. Requests to Participate must be submitted in accordance with the following conditions. Requests to Participate not complying with any conditions stated may be rejected by Bromford whose decision shall be final.

## Suppliers are advised that Bromford will conduct an annual refresh of the DPS and Suppliers may be required to submit an updated Request to Participate.

## Requests to Participate in the DPS are to be completed and submitted online via the ProContract tender portal <https://procontract.due-north.com/>

## Should the bidder experience any technical difficulties in using the Pro-Contract system, please contact the Supplier Support helpline on 0330 005 0352 or email [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com).

## The ProContract system is to be used for all communication regarding applications to the DPS or tender opportunities issued under the DPS. Bromford will not be responsible for contacting the bidder through any route other than via the ProContract platform.

## If any question or request for clarification regarding the DPS is considered to be of material significance, both the question and the response will be available for review by all Suppliers on the ProContract platform in an anonymous form. All communications received from Suppliers will be treated in strictest confidence but are subject to this paragraph and confidentiality clause 8.15.

## Failure to complete the Request to Participate in full or to provide any documentation when requested may result in the bidder application being rejected.

## At the time of seeking access to the DPS it is the responsibility of all Suppliers to have satisfied themselves as to the scope and content of the work required. Bromford takes no responsibility for errors, omissions and/or inaccurate statements within the tender information provided.

## Bromford reserves the right to clarify answers made by Suppliers in their Requests to Participate. Any such requests may be made via the ProContract system.

## Links to websites, general marketing information or content from standard policy/corporate documentation are not suitable responses to questions. Any information of this nature submitted, unless specifically requested as part of a question, will not be evaluated.

## Bromford reserves the right at any time to:

### Reject any Request to Participate that is not complete. Bromford may also reject submissions that fail to comply with any element of this DPS or any amended/supplemental document issued in conjunction with this DPS;

### adjust the process laid out in this documentation, including:

### changes to the timetable;

### evaluation requirements;

### the content of any Contract or Agreement documentation.

### choose to cancel this DPS at any time.

### choose to extend the DPS at any time

## The following phrases and/or expressions are used throughout this documentation:

### Company;

### Supplier;

### Organisation;

### Bidder;

### Contractor

## In all cases these references should be considered to refer to the organisation bidding upon this tender.

## No publicity is to be issued by Suppliers regarding this DPS without prior approval from Bromford.

## The creation of this DPS in no way commits Bromford or any other potential user to award any contract or agreement.

## It is unacceptable for Suppliers to engage in any activity that might lead to a breach of the Bribery Act 2010. Therefore all Suppliers shall:

### Comply fully with the requirements of the Bribery Act 2010;

### Not engage in any activity, practice or conduct which would be an offence under any section of the Bribery Act 2010;

### Have and maintain during the full term of the proposed Agreement policies and measures to ensure compliance with the Bribery Act 2010.

## The information associated with this DPS are being made available by Bromford on condition that:

### The information provided, including any and all further communications issued must be treated as private and confidential at all times.

### Information provided shall not be used by Suppliers for any other purpose than to prepare and submit a Request to Participate.

### Information is not to be shared or reproduced by Suppliers other than where the purpose is the provision of information to advisors, sub-contractors and/or other persons. This is provided that the reason for such distribution is to assist in the preparation of suitable Request to Participate;

### In circumstances where information is to be shared, written permission must be sought from Bromford prior to the sharing of DPS information;

### Information may be shared by a Supplier where there is a legal obligation to do so, or for the purpose of obtaining legal advice regarding this DPS and/or agreements arising from this DPS.

## The information provided has been prepared in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information provided and should carry out their own due diligence checks and verify the accuracy of the information. Nothing in the DPS documents is or shall be a promise or representation as to Bromford’s future conduct.

## Bidders considering entering into the DPS should make their own enquiries of Bromford’s requirements beforehand. Bromford will assume that the Bidders have sufficient information for this purpose unless notified otherwise.

## Bidders should note that all Requests to Participate must be written in English and that any resulting contract awarded via the DPS, its formation, interpretation and performance will be subject to and in accordance with the law of England and Wales and (subject to any provisions for dispute resolution in the awarded Contract) subject to the exclusive jurisdiction of the courts of England and Wales.

# Section 9 – Dates

## The following dates are the envisaged timetable for the initial creation phase of this DPS. Dates are provided for information purposes only and Bromford reserves the right to amend/adjust these dates as necessary.

## Contract Notice to FTS & Contracts Finder is issued on the 7th November 2022.

## Initial deadline for submission of Requests to Participate is 15:00 PM on the 7th December 2022. Before this time no mini-competition will be issued under the DPS. Following the initial deadline, the DPS remains open for further applications to participate for its entire duration. After the initial request for participate, bidder will be able to join at any point during the lifetime of the DPS.

## Notifications of appointment/rejection to the DPS for initial applications are scheduled to be issued no later than 13th January 2023.

## Estimated DPS Commencement is 13th January 2023.

# Section 10 – Assessment of Requests to Participate

## The Requests to Participate in this DPS use a variation of the standard Selection Questionnaire defined by the Crown Commercial Service (CCS). This is required under the Public Contracts Regulation 2015. The standard Selection Questionnaire is used in its entirety as required by PCR2015 regulations, however this is supplemented by Bromford specific questions.

## Bromford will not be responsible for, or pay the expenses or losses, which may be incurred by any Bidder in the preparation of their Request to Participate. Bromford reserves the right at any time to cease the procurement process and not appoint Suppliers to the DPS or only make appointments to certain Categories. Bromford will not be responsible for any expenses or losses should this situation arise.

## The Selection Questionnaire is necessary to enable Bromford to assess the suitability of a Supplier to deliver the contracts to be awarded under the DPS Categories.

## The following guidance on the Selection Questionnaire elements of the Request to Participate is provided from the Crown Commercial Services’ template documentation with additional DPS specific information provided in relation to Part 3.

## Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

### The standard Selection Questionnaire is a self-declaration, made by the bidder (the potential supplier), that it does not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures the suppliers have taken to rectify the situation (this is called self-cleaning).

### A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently, Bromford requires all the organisations that the bidder will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where the bidder is in essence a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that the bidder relies on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

### When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

### For the list of exclusion please see: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf>

## Part 3 Standard Minimum Suitability

### If the bidder is bidding on behalf of a group (consortium) or it intends to use sub-contractors, it should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

### If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request following a tender and without delay Bromford reserves the right to amend the contract award decision and award to the next compliant bidder.

### Suppliers who are likely to be awarded a position on this DPS following evaluation of Requests to Participate will have their, and if relevant, their parent company’s, economic and financial standing reviewed. This is addition to the self-certification that the required Minimum Financial Thresholds are met.

### The review of economic and financial standing will be completed prior to any award of a position on the DPS to ensure Suppliers have sufficient standing to meet the requirements envisaged by contracts awarded under this DPS. Bromford reserve the right to carry out further financial investigations and request information in addition to what is listed in this DPS guidance document prior to any contract award.

### A lack of sufficient economic and financial standing might be evidenced in a variety of ways, examples include, but are not limited to, an inability to provide accounts (audited and unqualified or not), poor credit rating, losses, and a poor cash/credit position. Bromford intends to conduct credit-checks as part of this process, with Suppliers scoring poorly being flagged for further financial investigations.

### Further investigations could include, but are not limited to, obtaining; further financial accounts, documents from the bidding entity, any subsidiary companies and parent(s) as appropriate, and/or bank references.

### If following further investigation in Bromford’s opinion, the Supplier has a demonstrable risk of business failure and lacks sufficient economic and financial standing to meet the requirements of the DPS, Bromford reserves the right not to award the Supplier a position on the DPS.

### Prior to the award of any contract under the DPS, Customers reserve the right to refresh the information submitted by Suppliers to gain access to the DPS. This will be limited to the potentially successful Supplier(s) to ensure sufficient economic and financial standing appropriate to the contract(s) to be awarded.

### Minimum Financial Thresholds required to participate in the DPS, or receive a contract award:

### Bidders are asked to self-certify using question that their organisation meets and/or exceeds the following Minimum Financial Thresholds required to participate in the DPS. Successful Supplier(s) will have their current financial position verified.

### New businesses (e.g. those under 12 months of trading) unable to fulfil the Minimum Financial Thresholds will be reviewed, and further financial investigations as detailed above may be conducted for the purposes of identifying if the Supplier holds sufficient economic and financial standing.

|  |  |
| --- | --- |
| **Minimum Financial Thresholds** | |
| **Ratios** | **Profit Making Suppliers** |
| Gross Profitability Ratio / Operating Surplus | 10% or greater (gross profit) |
| Liquidity Ratio | 1.00 or greater |
| **Ratios** | **Non-Profit Making/Charitable Suppliers** |
| Operating Surplus | 0% or greater |
| Reserves (in place) | Equivalent to 6 months’ operating costs or lower figure deemed appropriate by Bromford |

### Where a Supplier cannot meet the Minimum Financial Thresholds, letters of support from their Parent Company who can meet the Minimum Financial Thresholds may be deemed sufficient. If a Guarantee is offered a financial assessment will also be carried out on the organisation providing the guarantee. It may be appropriate to review the financial information presented from an organisation’s Parent or Guarantor Company where a guarantee is confirmed.

### Suppliers are expected to use the space available to provide detailed descriptions of the three requested reference contracts. This section will be evaluated on a pass/fail basis, with organisations not providing three relevant example contracts (or justifiable evidence as to why this cannot be provided) and a suitably detailed description of the contracts being failed for not demonstrating technical and professional ability.

### The references (or justification for not providing any) must demonstrate technical capability and be relevant to the nature of this DPS and the Categories the bidding organisation is seeking to participate in. Ideally, suppliers will provide contract examples for different categories, in order to maximise the detail of their technical expertise. Additionally, the named contacts provided should be able to provide written evidence to confirm the accuracy of the information provided by the bidding organisation. Bromford reserve the right to request such confirmation of references for provisionally successful Suppliers prior award of any contract. When named contacts contend or contradict statements made regarding reference contracts this may constitute a misrepresentation by the bidder.

### **It is important to note that a single sentence for the description of the contract(s) is unlikely to be judged as suitable evidence of technical and professional ability. The suppliers must adequately describe the works/services they have provided and the outcome achieved under that contract.**

### Prior to award of a position on the DPS provisionally successful Suppliers will have their statements regarding compliance with the Modern Slavery Act 2015 checked.

### Successful Suppliers identified following a tender will be required to provide evidence of appropriate insurance cover upon award of contracts under this DPS. Suppliers which cannot provide evidence of the necessary insurance levels will not be awarded contracts. In these circumstances the Customer reserves the right to amend the contract award decision and award to the next compliant bidder.

## Part 4 – Projects Specific Minimum Suitability

### This section is designed to provide assurance that suppliers meet the minimum level required for Health & Safety and Compliance with legislation relating to projects that may be tendered under the DPS.

### Suppliers not self-certifying by stating 'Yes' to having a health & safety policy may have their application to participate in the DPS rejected. Evidence of a policy may be requested by Bromford at the point of contract award following a tender.

### Suppliers indicating receipt of any health & safety enforcement notices or remedial orders must provide details of any remedial action or changes made as a result of conviction or notices served.

### Bromford will not appoint to the DPS any Supplier that has been prosecuted or served notice under health & safety legislation in the last 3 years, unless Bromford is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.

### Evidence of accreditation will be required from Suppliers. For any stated accreditation suitable equivalents will be acceptable, unless otherwise specified in any subsequent tenders.

### Bromford will request evidence of the Supplier’s data protection policy (compliant with all relevant updates in legislation in line with, The General Data Protection Regulation, GDPR, 2018) prior to the award of any contract under the DPS.

### Suppliers will have to confirm that they are able to comply with other legislation such as:

### anti-bribery & corruption;

### anti-fraud;

### anti-money laundering;

### confidential reporting;

### environmental;

### equality & diversity and

### probity

## Part 5 – Selection Questions

### Supplier will have to complete 5 scored questions and a number of ‘info only’ questions.

### The scored questions are weighted as follow:

### Question 5.1 – 30%

### Question 5.2 – 20%

### Question 5.3 – 20%

### Question 5.4 – 10%

### Question 5.5 – 20%

### The scored questions will use the following methodology to be evaluated:

| Scoring system for award criteria | | |
| --- | --- | --- |
| **Score** | **Assessment** | **Interpretation** |
| 0 | Unacceptable | Either no answer is given, or the answer does not comply and/or provides no or insufficient evidence that the potential supplier proposal in their tender meets any of Bromford’s requirements.  The response does not demonstrate that the potential supplier has the ability, understanding, experience, skills, resource and quality measures required to provide the requirements.  Scoring 0 for any question may result in your tender being deemed non-compliant and may be rejected. |
| 1 | Serious reservations | The answer provides some (but limited) evidence that the potential supplier proposal in their tender meets a small proportion of Bromford’s requirements but only in a minimal way.  Bromford has serious reservations that the potential supplier has the ability, understanding, experience, skills, resource and quality measures required to provide the requirements.  Scoring 1 for any question may result in your tender being deemed non-compliant and may be rejected. |
| 2 | Very poor | The answer provides some (but limited) evidence that the potential supplier proposal in their tender meets some of Bromford’s requirements but only in a minimal way.  Bromford has some major reservations of the potential supplier’s ability, understanding, experience, skills, resource and quality measures required to provide the requirements.  Scoring 2 for any question may result in your tender being deemed non-compliant and may be rejected. |
| 3 | Poor | The answer provides some evidence that the potential supplier proposal in their tender meets some of Bromford’s requirements but only in to a minimal standard.  Bromford has reservations of the potential supplier’s ability, understanding, experience, skills, resource and quality measures required to provide the requirements. |
| 4 | Reservations | The answer provides some evidence that the potential supplier proposal in their tender meets some of Bromford’s requirements to a reasonable standard.  Bromford has reservations of the potential supplier’s ability, understanding, experience, skills, resource and quality measures required to provide the requirements. |
| 5 | Minor reservations | The answer provides evidence that the potential supplier proposal in their tender meets a majority of Bromford’s requirements to an acceptable standard.  Bromford has minor reservations of the potential supplier’s ability, understanding, experience, skills, resource and quality measures required to provide the requirements. |
| 6 | Satisfactory | The answer provides satisfactory evidence with some examples that the potential supplier proposal in their tender meets Bromford’s requirements to a satisfactory standard. |
| 7 | Reasonably good | The answer provides good evidence with some examples that the potential supplier proposal in their tender meets Bromford’s requirements to a reasonably good standard. |
| 8 | Good | The answer provides good evidence with some examples that the potential supplier proposal in their tender re fully meets all Bromford’s requirements to a good standard and offers minor additional benefits. |
| 9 | Very good | The answer provides excellent evidence that the potential supplier proposal in their tender fully meets all Bromford’s requirements to a very good standard and offers some additional benefits. |
| 10 | Excellent | The answer provides comprehensive, detailed and specific evidence, with good examples that demonstrate the potential supplier proposal in their tender fully meets all Bromford’s requirements to an excellent standard and offers some major additional benefits. |

Where the panel considers that the response falls between the requirements for two whole mark scores, half marks may be awarded.

### **It is important to note that suppliers MUST score AT LEAST A 5 on each of the Scored Questions in order to successfully join the DPS.**

### Suppliers wishing to participate in the DPS must indicate which Category or Categories they wish to participate in. When a tender is issued under the DPS all Suppliers within a Category will be invited to submit a bid.

### Suppliers should indicate the geographical areas of the UK in which they can provide works/services. The information will be used to inform Bromford of the coverage available under the DPS. When a tender is issued under the DPS and there is a requirement to provide a service in a specific geographical region, the information provided will be used to invite the suppliers that have indicated they are able to service that specific region.

## Consequences of misrepresentation

### If the bidder seriously misrepresents any factual information in filling in the Selection Questionnaire, and so induce the contracting authority to enter into a contract, there may be significant consequences. The bidder may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into the bidder may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, the bidder or its responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and will be excluded from further procurements for five years.

## Notes for completion

### The “authority” means the contracting authority, in this case Bromford Housing Group or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

### “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

### Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to the bidder, please state ‘N/A’. Should the bidding organisation need to provide additional information in response to the questions, please submit a clearly identified annex.

### The authority recognises that arrangements in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

### For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

### If the supplier is bidding on behalf of a group, for example, a consortium, or it intends to use sub-contractors, they should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

### The authority 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 regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.