INVITATION TO TENDER

FOR THE PROVISION OF ASBESTOS MANAGEMENT AND REMEDIATION TO MAGENTA LIVING

(Our Ref: ML20*21*/*011*)

**N.B Closing date for receipt of tenders is 13:00hrs on Thursday 05/08/21**

Dear Sirs/Madam

**INVITATION TO TENDER for:** Asbestos management and remediation works

**MAGENTA LIVING REF: ML2021/011**

**Documentation**

This invitation to tender comprises the following documents:

Document 1 Invitation to Tender – this document

Document 2 Specification

Document 3 Tender response Questionnaire

Document 4 Pricing Schedule

Document 5 Form of tender

Document 6 GDPR Due Diligence Questionnaire (applicable to Lot 2 only)

Document 7 Magenta Living Framework Agreement

Appendices

Appendix A Lone Worker Policy

Appendix B Code of Conduct

Appendix C Asbestos Removal KPI Handbook

Appendix D Asbestos Safety Policy

Appendix E Contractor Portal - Process Flow - Final

Appendix F Asset Register

Appendix G Safeguarding Policy

Appendix H Complaints Policy

Appendix I Demobilisation Plan

Tenders must be returned in accordance with the ‘Instructions and Information for Tenderers’

Whilst Tenderers are preparing their responses, questions will inevitably arise. It is requested that all queries be referred to writing via the messaging facility on the [portal](https://procontract.due-north.com/Register) linked to this tendering exercise.

In order to allow ML time to offer appropriate answers, Tenderers must submit any queries by the date specified in the table below.

**Procurement Timetable**

The anticipated timescales for this procurement is as follows, however Magenta Living reserves the right to change the timescales as may be required.

|  |  |
| --- | --- |
| Tenderer’s clarification questions to be submitted by 5pm on | **Tues 27/07/21** |
| Tender submission deadline - The return date for this tender is 13:00hrs | **Thurs 05/08/21** |
| Tender evaluation/ post tender clarifications | **w/c 09/08/21 (estimated)** |
| Site Visits (if applicable) | **Wednesday 21/07/21** |
| The anticipated award date is | **12/10/21** |
| Anticipated framework commencement date | **15/11/21** |

We look forward to receiving your tender response.

Yours faithfully

C.McAleavy

Carmon McAleavy

Procurement Officer

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**DEFINITIONS**

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings:

|  |  |
| --- | --- |
| Framework | The formal legal binding framework that will be awarded to the successful tenderer as a result of this tendering exercise, which includes the framework terms and conditions as attached as Document 7 |
| ITT | Invitation to Tender – this document plus all associated documents which comprise the Invitation to Tender package |
| ML | Magenta Living |
| “Stage 1”  | The first stage of this procurement process, determining ‘suitable’ suppliers deemed as capable of delivering the works |
| “Stage 2 (Most economically advantageous tender)” | The second stage of this procurement process, awarding the Framework based on the most economically advantageous tender (MEAT) |
| “Tenderers” | Organisations responding to this Invitation To Tender. |
| “Tender” | Your response to this Invitation to Tender |

1 SECTION ONE – TENDER OVERVIEW

Magenta Living Organisation & Background

Magenta Living is the largest registered housing provider in Wirral and a not-for-profit organisation, owning and managing just under 13,000 properties. Employing around 500 staff, we are a significant local employer demonstrated by Investors in People Gold standard and retaining our Customer Service Excellence certificate.

Magenta Living Organisation Background

This document is an Invitation to Tender to provide Asbestos management and , remediation works, to Magenta Living as advertised via the [Proactis housing portal](https://procontract.due-north.com/Register), [Contracts Finder](https://www.gov.uk/contracts-finder), [ML’s website](https://www.magentaliving.org.uk/tenders) and other social media platforms

Objectives Of The Procurement

Magenta Living have a duty to manage asbestos within properties and premises they own or manage as a landlord, as well as a duty as an employer to minimise the risk of exposure to asbestos containing materials (ACMs) to their employees

* 1. **Aims and Objectives of the Framework Agreement**

* + 1. Through this Framework Agreement, Magenta wishes to establish and maintain a longer term relationship between Magenta and the Provider, working in partnership to deliver a consistent quality approach to the specified service requirements.
		2. The objectives of the Framework are as follows:
* To assist Magenta Living in meeting their statutory and moral duties and obligations regarding asbestos remediation
* To put Magenta Living and their customers first by ensuring the highest standards are met in order to minimise exposure to asbestos containing materials
* To deliver value for money service and continual improvement on the Magenta Living’s approach to the management of asbestos.
* To deliver high quality services that focus on quality and outputs for Magenta Living, their customers and employees.
* To encourage and support greater partnership working and true collaboration between both Magenta Living and the Provider(s)to deliver services.
* To encourage effective supply chain management with Provider(s) in order to deliver value for money to Magenta Living.
* To support regeneration and renewal projects where possible.
* To support Provider(s) to work closely with Magenta Living, their customers and employees in order to deliver services on a local or neighbourhood level.
* To ensure the highest health and safety, public health and environmental standards and considerations are met through the service delivery.
* To support benchmarking and performance monitoring in a meaningful way.
	+ 1. Magenta Living will work with Providers to ensure that the Framework objectives are being met throughout the Framework period

## Scope of The Supplies/Services

* + 1. The scope of service has been developed by Magenta Living compliance team, in consultation with Lucion Environmental and key users of the existing services based on current and future requirements.
		2. Full details of the servicesare to be found in Document 2 – Specification.
		3. Based on historical information of similar services previously carried out over the last 12 months, it is anticipated that the total value of such services required by Magenta under this Framework Agreement is approximately £2,803,375. 00 (excluding VAT) broken down as below:

|  |  |  |
| --- | --- | --- |
| **Lot** | **Spend pa** | **Total (over 4 years)** |
| Lot 1 | £345,000 | £1,380,000.00 |
| Lot 2 | £718,000 in year 1 | £1,432,375.00\* |

**\* This figure has been calculated in incorporate a reduce value of £235k from year 2 onwards.**

* + 1. The above figures are forinformation only and Magenta cannot guarantee this or any levels of business**.**

## Appointment on to the Framework Agreement

* + 1. Up to 4 providers will be appointed onto each lot of the Framework. This will be the up to 4 topped ranked Providers. However, Magenta Living reserves the right to increase the number of Providers appointed if their scores are closely placed around the cut-off point.

* + 1. Bidders can submit a response and be appointed onto either or both of the Lots
		2. Please note Magenta Living are also procuring a Framework Agreement in relation to Asbestos surveying, sampling, air monitoring, consultancy and training services via our [e-tendering portal](https://procontract.due-north.com/Register) under reference DN543222. The proposed publication date for the opportunity is 15/07/21. Bidders should only submit a bid for **one** of the opportunities i.e. Asbestos Management and remediation works (this opportunity) **OR** Asbestos surveying, sampling, air monitoring, consultancy and training services as the same Providers will **NOT** be appointed onto both Framework Agreements

## Framework Call off

* + 1. Orders may be placed throughout the Framework.
		2. The allocation of Orders for the Services will be by direct award to the topped ranked Provider on the specific Lot based on capacity and performance.
		3. If the topped ranked Provider on a specific Lot indicates they do not have the capacity to undertake the Services, the Order will be allocated to the next ranked provider and so on
		4. If performance levels continuously fail to meet the specified KPI’s Magenta Living reserve the right to allocate the Order to the next ranked Provider on the specific Lot
		5. Where there is a requirement for services that do not fall within the Schedule of Rates identified Document 4 – Pricing Schedule in a mini-competition may take place at the discretion of Magenta Living.

****Period of the Framework****

* + 1. The period of the framework agreement is 4 years. The anticipated start date is 15/11/21 and terminating on 14/11/2
1. INSTRUCTIONS FOR TENDERING
	1. Magenta Living invites tenders for the provision of Asbestos Management and Remediation works, under the Framework Agreement as advertised via our [e-tendering portal](https://www.housingprocurement.com/) reference DN543218, on our [website](https://www.magentaliving.org.uk/tenders) and in Contracts Finder under reference ML2021/011.
	2. Tenderers should read these instructions carefully before completing the remaining documentation. Failure to comply with these requirements for completion and submission may result in the rejection of your Tender.
	3. Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be performed by them if their submission is accepted.
	4. Site Visits
	5. It is strongly recommended that Tenderers visit site during the tender period. A site visit has been scheduled for **10.00am Wednesday 21st July 2021** at Laird Street CH41 8ER next to the North Star Public House. AMagenta Living representative will be in attendance at the site visit.
	6. Attendance will be limited to one representative per organisation and all social distancing requirements must be strictly adhered to. In order for the number of attendees to be managed, Magenta require confirmation of attendance no later that midday **Tuesday 20th July 2021**. Failure to confirm attendance may result in your organisation being able to attend.
	7. While reasonable care has been taken in preparing this ITT, the information within it does not purport to be exhaustive or to have been independently verified. Magenta Living does not accept liability or responsibility for the adequacy, accuracy or completeness of any information or opinions stated in this document. No representation or warranty, express or implied, is or will be given by Magenta Living or any of its representatives, employees, agents or advisers with respect to the ITT or the information on which it is based. Any liability for such matters is expressly disclaimed.
	8. Each tenderer shall be deemed to have satisfied itself before submitting a Tender proposal as to the accuracy and sufficiency of the price stated in its Tender proposal, which shall (unless otherwise provided) cover all obligations under the Framework Agreement. Each Tenderer will also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances, which might reasonably affect its Tender submission.
	9. In compiling their response tenderers should assume that Magenta Living has no prior knowledge of their organisation, its practice or involvement in existing services, projects or procurements. Only the information contained within the tender response will be taken into consideration as part of the evaluation process.
	10. Nothing in this ITT shall be taken as constituting an offer, contract or agreement between Magenta Living and any other party.
	11. Magenta Living shall not be under any liability in respect of any expenses or losses that may be incurred by the Tenderer in the preparation and submission of its proposal and any further costs incurred prior to the appointment of providers of the works specified under the Framework Agreement.
	12. Neither the issue of this ITT nor any part of its contents is to be taken as any form of commitment on the part of Magenta Living to proceed with the tender process, and in so far as it is compatible with any relevant laws, the right is reserved to amend the proposed timetable and / or ITT procedures, to terminate the procedure and to terminate any subsequent discussions with any tenderer at any time, without prior notice, without incurring any liability to the affected Tenderers.
	13. Magenta Living shall not be bound to accept any Tender submission in response to this ITT.
	14. No unauthorised alteration or addition shall be made to the ITT or to any of the ITT documents. In addition, submissions must not be qualified, whether by reference to assumptions, conditions or otherwise, but must be submitted strictly in accordance with the ITT and these instructions.
	15. **To be clear Magenta Living** **expressly reserves the right not to award any contract as a result of this procurement process and it shall not be liable for any costs incurred by Tenderers. Magenta Living** **also reserves the right to accept all or any part of a tender.**
	16. Partnering & Sub-Contracting
	17. Magenta Living will consider tenders where subcontractors are used or where some of the services required in this ITT are provided in consortium or shared service arrangements. Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the call-off contract requirements your response to the relevant section in the Tender response document should provide details of the proposed bidding model that includes member 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.
	18. Magenta Living recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date, however Tenderers should be aware where information provided to Magenta Living 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 Tenderer to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify Magenta Living immediately of any change in the proposed sub-contractor arrangements. Magenta Living reserves the right to reject the Tenderer prior to award of Framework Agreement based on an assessment of the updated information.
	19. Consortia Arrangements
	20. If the Supplier completing this Tender is doing so as part of a proposed consortium, the following information must be provided within the Tender response document:
* names of all of the consortium members;
* The lead member of the consortium who will be contractually responsible for delivery of the Framework Agreement (if a separate legal entity is not being created); and
* If the consortium is not proposing to form a legal entity, full details of the proposed arrangements within a separate Appendix to the Tender Response Questionnaire .

* 1. Please note that Magenta Living may require the consortium to assume a specific legal form if appointed onto the Framework Agreement, to the extent that a specific legal form is deemed by Magenta Living as being necessary for the satisfactory performance of the Framework Agreement.
	2. All members of the consortium will be required to provide the information required in all sections of the Tender response as part of a single composite response to Magenta Living i.e. each member of the consortium is required to complete the form.
	3. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity.
	4. Magenta Living recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements currently envisaged. Tenderers are reminded that Magenta Living 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 evaluation criteria to the new information provided. Magenta Living reserves the right to reject the Tenderer prior to any new award of contract, based on an assessment of the updated information.
	5. Eligibility Of Prospective Contractors
	6. Any change that is considered material by Magenta Living as to identity or control of a Tenderer, or in the eligibility of a Tenderer, happening before or after the Tenderer has submitted its response to the Invitation to Tender, will lead to its disqualification.
	7. Arrangements For Tenderers To Obtain Further Information /Clarification
	8. Should any prospective Tenderer have any query in connection with any of the Invitation to Tender Documents, Magenta Living shall endeavour to answer written enquiries made no later than **5pm on Tuesday 27/07/21**.Please note that queries from tenderers will not be considered after this time and date has passed**.** All queries must be sent via the messaging facility on the [portal](https://procontract.due-north.com/Register). Telephone enquiries will not be accepted.
	9. Except where Magenta Living considers that questions are not material to the procurement process and the fullest understanding of its objectives, such questions and their subsequent replies will be communicated via the messaging facility on the [portal](https://procontract.due-north.com/Register) in an anonymous form. It is the responsibility of Suppliers to check the portal and their emails for message notifications, for information on a regular basis.
	10. Except in so far as may be authorised by ML no person in Magenta Living’s employ or other agent has any authority to make any representation, or explanation, to Tenderers’s, as to the meaning of the Conditions, the Specification, or any other Invitation to Tender Document, or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind Magenta Living or bind or fetter the judgement or discretion of Magenta Living’s representative in the exercise by him or her of his or her powers and duties under the Framework Agreement.
	11. The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.
	12. Conditions Of Offer
	13. Tenderers should note that the successful tenderer will be required to enter into the Framework seal/deed. A copy of the terms and conditions of the Framework Agreement is attached as Document 7.
	14. Magenta Living considers that tenderers should be able to commit to terms of the Framework Agreement, as tenders are made on the basis that the successful tenderer will be capable of performing the Framework Agreement and that the Tender price covers the true cost of performance.
	15. Once the Framework Agreement has been awarded and the Framework Agreement prepared and sent to the successful tenderer for signature, no changes will be permitted to be made to the agreement except in the case of manifest error.
	16. The contents of submitted Tenders will be deemed to be binding upon the Tenderer and open for acceptance by Magenta Living for the duration of the validity period. Therefore Tenderers are cautioned to verify their Tender proposals before submitting their Tender response.
	17. Should any additions or deletions to any ITT documents, supplementary clauses or additional information be considered necessary by Magenta Living at any time prior to the closing date for submission of Tender responses, then these will be issued to all Tenderers and will be deemed to be part of the ITT documents.
	18. In order to give Tenderers a reasonable time in which to take such amendments or additional information into account in preparing their Tender response, Magenta Living may, at its discretion, extend the deadline for the receipt of Tender responses.
	19. Non-Compliant/Incomplete Tenders

Tenders may be rejected if the complete information called for is not given at the time of tendering or if the Tender response fails to comply with the format and presentation as instructed in this ITT document.

**Tenderers should note that any statements given that are later found to be untrue will automatically disqualify your application and any subsequent contract award.**

* 1. Period Of Validity

 Tenders shall remain valid for 3 months from the closing date for receipt of Tenders.

* 1. VAT

Tenderers will need to satisfy themselves as to whether VAT applies to the delivery of the Framework Agreement.

* 1. Guarantees / Security Bond

Magenta Living may require an appropriate security in the form of an ultimate holding or parent company guarantee from the successful Tenderer in a form to be provided.

 In the event that a Tenderer is unwilling or unable to provide a parent company guarantee, the Tenderer should specify any other types of security that will be provided and / or whether they will obtain a performance bond in respect of their performance under the Framework Agreement.

 The successful Tenderer shall, if so requested by Magenta Living, furnish the required guarantee or bond to Magenta Living.

* 1. TUPE
	2. Although TUPE is not deemed to be applicable, Tenderers attention is drawn to the provisions of TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the contract from the present provider to the new one, giving the present provider’s staff ( and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful tenderer on the same terms and conditions.
	3. Tenderers are advised to seek independent professional advice on the effect of the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended (“TUPE”).
	4. Tenderers must be prepared to accept all liabilities that may arise as a consequence of the application of TUPE.
	5. Confidentiality
	6. All information supplied by Magenta Living in connection with this ITT shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of Magenta Living, except that such information may be disclosed so far as is necessary for the purpose of obtaining advice, sureties, insurance, guarantees and quotations necessary for the preparation and submission of the proposal. Save for the purpose of tendering, all such information must not be copied or reproduced in whole or in part and must be returned to Magenta Living on demand whether or not a proposal is submitted.
	7. Magenta Living will not disclose to any person (apart from its professional advisors) genuinely commercially sensitive or confidential information communicated as such in response to this ITT except to the extent required by law. Tenderers should therefore highlight information on their responses which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons why they consider this. Magenta Living reserves the right to copy and electronically distribute all or any part of the Tenderers proposals for the purpose of Magenta Living’s analysis and assessment.
	8. When providing details of contracts in answering Q6 of Document 3 - Tender Response Questionnaire, the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
	9. Magenta Living reserves the right to contact the named customer contact provided in response to Q6 regarding the contracts included in Q6. The named customer contact does not owe Magenta Living any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
	10. Magenta Living 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 Contracts Regulations
	11. Freedom Of Information Act
	12. Tenderers are reminded that the Freedom of Information Act 2000 (the “FOI Act”) has created significant new rights of access to recorded information held by public authorities (including Magenta Living) in England, Wales and Northern Ireland. The FOI Act came into force in full on 1 January 2005.
	13. The FOI Act created two general rights in relation to information (subject to any applicable exemptions). Firstly, the right for an information applicant to be told whether or not the information requested is held and, secondly, the right to be provided access to this information, usually within 20 working days.
	14. Magenta Living is not currently subject to the Freedom of Information Act, however should the Freedom of Information Act be applicable to Magenta Living in the future, Magenta Living may be obliged to disclose information provided by Tenderers in response to this Invitation to Tender under the Freedom of Information Act 2000, all subordinate legislation made under this and the Environmental Information Regulations 2004 (“the Freedom of Information Legislation”).
	15. Tenderers should be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. Magenta Living will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if the public interest in its disclosure outweighs the public interest in maintaining the exemption. No response to this Tender should be covered by a general statement regarding its overall confidentiality; instead any specific areas of confidential information should be highlighted as outlined below. Magenta Living accepts no liability (including for negligence) for loss as a result of any information disclosed in response to a request under the Freedom of Information legislation.
	16. Tenderers should highlight information in their responses which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons why they consider this.
	17. Magenta Living will use reasonable endeavours to consult with Tenderers over the release of information which is highlighted by them as commercially sensitive or confidential.
	18. Tenderers are advised that documentation provided by them in response to this ITT and other documentation supplied by them in connection with this Framework Agreement may be the subject of an FOI Act request. As part of such a request, Magenta Living may be requested to provide details in relation to the proposed Framework Agreement, including the nature of the services provided, standards of services, performance and the Tender evaluation criteria.
	19. A Code of Practice under the FOI Act makes provision for Magenta Living to consult with third parties, where appropriate, regarding the disclosure of information obtained from third parties. However, in all cases, Magenta Living and not third parties must determine whether or not information should be disclosed under the FOI Act.
	20. Tenderers are recommended to take their own independent legal advice regarding the effect of the FOI Act.
	21. Notwithstanding any other term of this Agreement, the parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Legislation, the content of this Agreement is not Confidential Information. Magenta Living shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOI Legislation.
	22. Notwithstanding any other term of this Agreement, the Suppler hereby gives its consent for Magenta Living to publish this Agreement in its entirety, including from time to time agreed changes to this Agreement, to the general public, provided always that:-

(a) Magenta Living may consult with the Supplier to inform its decision regarding any exemptions but Magenta Living shall have the final decision in its absolute discretion; and

(b) The Supplier shall assist and cooperate with Magenta Living to enable Magenta Living to publish this Agreement.

* 1. Conflict Of Interests
	2. Magenta Living requires all actual or potential conflicts of interest to be resolved to its satisfaction before the delivery of Tenders. This includes any conflicts of interest arising during the Tendering, evaluation and Framework Agreement finalisation processes where a Tenderer or a Supplier or adviser put forward by a Tenderer in respect of the Contract is:
* the same firm or company or a member of the same group of companies as another Tenderer as that put forward by another Tenderer in respect of the Framework Agreement; or
* an existing adviser to or a member of the same group of companies as an adviser to Magenta Living in relation to the Framework Agreement

For reference, the relevant advisers of Magenta Living are :

* Lucion Environmental
	1. Magenta Living reserves the right to reject any Tender received from a person or business trading for profit to whom Magenta Living is prohibited from making a payment or granting a benefit under its Code of Conduct.
	2. Magenta Living’s Code of Conduct prevents Magenta Living from making any payment (even if full value is received in return) to any close relative of board members, or of any person who has ceased to be a board member. It also prevents Magenta Living from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management.
	3. There are only limited exceptions to the Code of Conduct. Tenderers who are unclear as to the application of the Code of Conduct to their circumstances should seek clarification from the Contact Person.
	4. Tenderers, for all goods/services/works\* where a conflict of interest may exist or arise, must therefore inform Magenta Living and submit Tender proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a real danger of bias in the execution of the works under the Framework Agreement.
	5. Canvassing
	6. Any proposal submitted by a Tenderer in respect of which the Tenderer:
* Has directly or indirectly canvassed any official of Magenta Living or obtained information from any other person who has been contracted to provide goods/services/works to Magenta Living, concerning the award of the Framework Agreement or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or proposal submitted by any other Tenderer; or
* Fixes and/or adjusts any Prices in the Proposal and/or Schedules by or in accordance with any agreement or arrangement with any other person; or
* communicates to any person other than Magenta Living the amount or approximate amount of the prices shown in its Proposal and / or Schedules except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or for the purpose of insurance or any security or financing;
* enters into any agreement with any other person that such other person shall refrain from submitting a proposal or shall limit or restrict the prices to be shown or referred to by another Tenderer in its Proposal and / or Schedules; or
* offers or agrees to pay to any person having direct connection with this ITT or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed submission any act or omission; or
* in connection with the award of the Framework Agreement commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972:
* May not be considered for acceptance and may accordingly be rejected by Magenta Living provided always that any such non-acceptance or rejection shall be without prejudice to any other civil remedies available to Magenta Living or any criminal liability which such conduct by a Tenderer may attract.
* Any change in the identity of a Tenderer, for this Framework Agreement, at any time between proposal submission and execution of the Framework Agreement , may only be made with Magenta Living’s prior written approval.
	1. Right To Verify Information
	2. Magenta Living may contact (or require the Potential Provider to contact on its behalf) any of the Potential Provider’s customers, members of its Group of Economic Operators (if it acts as Lead contact), Sub-Contractors or other third parties to whom information relates in the Potential Provider’s Tender, to ask that they testify that such information is accurate and true.
	3. Magenta Living reserves the right to seek third party independent advice or assistance to validate information submitted by a Potential Provider and/or assist in the tender evaluation process.
	4. Magenta Living reserves the right to conduct site visits of any premises indicated by the Potential Provider to be used in connection with the Potential Provider’s provision of the goods and/or services and/or audits at any time during this Procurement.
	5. Magenta Living may require the Potential Provider to clarify aspects of its Tender in writing and/or provide additional information. Failure to adequately respond may result in the rejection of the Potential Provider’s Tender and its elimination from further participation in all or part of this Procurement.
	6. Right To Cancel Or Vary This Procurement
	7. Magenta Living reserves the right, subject to the rules set out in the Regulations to
* change the basis of or the procedures for this Procurement at any time;
* Amend, clarify, add or withdraw all or any part of this ITT at any time during this Procurement, including varying any timetable or deadlines set out in the ITT; and:
* Cancel all or part of this Procurement at any stage at any time, including for the reason stated in paragraph 2.80 below; and
* Not to award a contract for some or all of the goods and/or services for which tenders are invited.
	1. Potential Providers accept and acknowledge that, and in accordance with the Regulations Magenta Living is not bound to accept any Tender or award a Contract/appoint Providers onto the Framework Agreement with any Provider at all.
	2. If Magenta Living deems that none of the tenders received in response to this ITT are satisfactory, it reserves the right to terminate all or part of this Procurement.
1. RESPONSE REQUIREMENTS
	1. Structure of Tender Proposal
	2. The Tender proposal should be structured as follows:
* Completed Tender Response Questionnaire
* Completed, signed and dated Form of Tender
* Completed Pricing Schedule
* Complete GDPR Due Diligence Question **(applies to Lot 2 submissions only)**
	1. Format & Presentation of Proposal
	2. Potential Providers must ensure that their Tender response is submitted in the format prescribed within this document. Tenderers must respond within the documentation provided and follow the numbering system. Attachments should only be enclosed where requested. Unnecessary attachments will not be read.
	3. Should you include attachments (where requested) in support of your Tender response, they should be referenced with the name of your Organisation and cross referenced with the relevant question number. Attachments which are not suitably labelled or which exceed the word limits permitted for any particular response will not be read.
	4. All responses must be inserted into the relevant text field within the Tender response Questionnaire, unless an attachment is additionally permitted. Only information entered into the relevant text field or information provided as an attachment supplied in accordance with Magenta Living’s instructions will be taken into consideration for the purposes of evaluating a tender.
	5. Please reply to each point as instructed within each Tender response document. Potential Providers must answer all questions accurately and as fully as possible within the word limits specified. Magenta Living my disregard any part of a question which exceeds the specified word limit (ie the excess will be disregarded, not the whole response).
	6. Potential Providers must not answer questions by simply cross referencing to attachments – the response must be contained within the relevant text box. Similarly tenderers must not answer questions by cross referencing to other answers or other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
	7. Potential Providers’s responses should be limited to, and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic.
	8. Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.
	9. Where responses are not offered or further information (e.g. an attachment) is missing, an evaluation rating of zero may be recorded.
	10. All Tenders must be complete and comply fully with the requirements of this ITT.
	11. Form of Tender
	12. Tenderers must ensure that the Form of Tender is completed carefully, signed and dated before returning as part of your Tender submission. The Form of Tender must be signed:
* where the Tenderer is an individual, by that individual;
* where the Tenderer is a partnership, by at least two duly authorised partners;
* where the Tenderer is a company, within the meaning of the Companies Act, either by a director or secretary of the company, such person being duly authorised for that purpose or by another person duly authorised provided that proof of authority to sign is submitted with the Declaration; and the Tenderer shall produce forthwith upon request documentary evidence of any authorisation
	1. Pricing
	2. Potential Providers are required to complete Document 4 - Pricing Schedule following instructions on completion (as shown on the instructions page)
	3. Document 4 – Pricing Schedule must be completed by all Tenderers and is required to ensure an effective evaluation of bids. Tenderers must use the documentation provided, in the format provided. Any attempt to alter or change the documentation may lead to disqualification of your bid.
	4. Prices will be fixed for the first 12 months of the Framework Agreement.
	5. Following that period, any requests for price changes must be accompanied by a written summary and supported by evidence to justify the proposed price change. Evidence must include specific cost breakdowns showing separately any increases or decreases in materials, labour and overhead costs and shall be agreed no later than 3 months prior to the effective date. Please note any prices changes will be limited to CPI Rate for the month of September from the preceding year to the year in which the increase is to be applied. (e.g. any proposed price increase in the year 2022 will not exceed the CPI for September 2021
	6. For the avoidance of doubt, fully inclusive costs mentioned throughout this specification are deemed to include all charges connected with the goods and/or services required:
* All labour charges; including any call-out fees, time on site etc.
* All travel costs.
* All carriage and freight costs.
* All equipment costs, i.e. tools, personal protection equipment, vehicles, scaffolding etc.
* All waste management costs.
* All welfare provision costs.
* All overheads, i.e. insurances, licences, DBS, accreditations etc. All necessary works certification/guarantee/warranty costs.
* All administration costs, i.e. staff resources, contract management costs etc.
* All other costs associated with the proper, safe and efficient execution and completion of the work.
	1. The prices in the Pricing Schedule shall include for all works shown or described in the Framework Agreement as a whole and for all works not described but apparent as being necessary for the complete and proper execution of the Framework Agreement.
	2. No quantity or continuity of work is guaranteed to the successful Tenderer and this should be taken into account when completing the Pricing Schedule. Unless expressly stated to the contrary, any quantities given in this ITT are for information only.
	3. Each item in the Pricing Schedule must be fully priced, with insertions for each item. If any item is unpriced (whether by leaving the rate and/or amount space blank or by entering “included” or otherwise), that item shall be deemed to be free of charge.
	4. All prices quoted shall be exclusive of Value Added Tax (VAT).
	5. Where a day rate is quoted this is based on a minimum of 8 working hours during a normal working week (Monday – Friday) and excludes lunch breaks. Where more hours are worked in a day, only the day rate will be chargeable. No increase in the day rate shall be passed to ML in the event of a promotion of the tenderer(s) personnel or any other increase in the cost of the designated personnel.
	6. The Provider will not charge ML for travelling time in addition to daily fees. Any travelling time at the start or end of the working day is at the Provider’s cost.
	7. Figures inserted into the Pricing Schedule must be a single figure and not a range of figures. A range of fees will not be accepted. Where a range of fees are submitted, ML will evaluate this offer on the basis of the highest fee quoted within the range, thus attracting the lowest possible score.
	8. Expenses
	9. The successful Tenderer’s expenses will be limited to those as for Magenta Living staff, details of which will be issued upon award. No other expenses will be reimbursed.
	10. The Successful Tenderer(s) shall be responsible for making their own travel and accommodation arrangements.
	11. **Submission Of Tenders**
	12. Potential Providers are responsible for ensuring that their Tender has been successfully completed prior to the Tender submission deadline. Tenders must be submitted via the e-tendering [portal](https://procontract.due-north.com/Login/). Tenders submitted by any other means will not be accepted.
	13. To ensure that your tender has been submitted Potential Providers must ensure they click “**Submit response**”. You will be required to reconfirm this by clicking ‘submit response’ a second time. If the submit response button is greyed out, the submission checklist can be used to pick out why. (anything with a red box will need revisiting). Potential Providers may modify and resubmit a tender at any time prior to the Tenders Submission Deadline, Before the Tender Submission Deadline, Potential Providers must satisfy themselves that the tender has been submitted including all responses and attached any requested attachments, through the e-tendering portal. Potential Providers cannot modify a tender after the Tender Submission Deadline.
	14. All responses to this Invitation to Tender must be in English.
	15. ML reserves the right, at its discretion, to request clarification in writing, or further relevant information, from any Potential Provider post submission of the Tender response.
	16. Closing Date And Time For Receipt Of Tenders (Tender Submission Deadline)
	17. The last date for receipt of Tender submissions is 13:00hrs on 5/08/21. All Tenders must be received by Magenta Living via the [portal](https://procontract.due-north.com/Login) before the Tender Submission Deadline. ML does not acknowledge receipt of Tender documents and accepts no responsibility for loss or non-receipt of Tender responses.
	18. Late Tenders
	19. Tenders will be received up to the time and date stated. It is the Potential Provider’s responsibility to ensure that their Tender is received on time.
	20. Tenders received after the Tender Submission Deadline may be considered irregular and therefore may be excluded from this Procurement. ML does not undertake to consider Tenders received after that time unless there is sufficient evidence to pre-suppose it’s due delivery.
	21. If bidders are prevented from submitting their tender by the Tender Submission Deadline as a result of a technical issue with Magenta Living’s [e-tendering portal](https://procontract.due-north.com/Login), they can access Proactis Supplier Support by emailing procontractsuppliers@proactis.com or suppliersupport@proactis.com (to log a ticket in the supplier support system) or call 0330 005 0352 in an emergency. Depending on the issue, Magenta Living may then agree alternative arrangements / dates for tender submission.
1. SPECIFICATION OF REQUIREMENTS - SPECIFICATION AND SCOPE
	1. The Requirement
	2. Document 2 - Specification outlines works description, targets and performance requirements.
	3. Additional commercial requirements are included below. Both documents should be taken into consideration when completing the tender response questionnaire
	4. Specification & Scope
	5. Providers are encouraged to hold trade body memberships with organisations, where applicable to the work they will be undertaking. Examples of relevant trade bodies include:
* Safety Schemes in Procurement (SSIP)
* Property Care Association
* Contractors Health and Safety Assessment Scheme (CHAS)
* Constructionline
* RoSPA
	1. In addition to the legally required accreditations, Providers are encouraged to hold relevant accreditations where applicable to the work they are undertaking, for example:

* ISO 17020 ISO/IEC 17020:2012Conformity assessment — Requirements for the operation of various types of bodies performing inspection
* ISO 9001 Quality Management
* ISO 14001 Environmental Management
* Investors in People
* ISO45001 – Occupational Health and Safety Management
	1. This list is not exhaustive, and Providers will be required at any time throughout the Framework period to provide Magenta Living (upon request), with details of any trade body memberships Providers may hold.
	2. Magenta Living may stipulate their requirement for Providers to hold a specific membership.
	3. Certification

* 1. At any time throughout the Framework period, Providers must hold any legally required accreditation, including new requirements, in order to carry out the services covered by this Framework Agreement.
	2. Providers may be required at any time throughout the Framework period to provide Magenta Living with details of any accreditations Providers may hold or are working towards.
	3. Magenta Living may stipulate their requirement for Providers to hold a specific certification.
	4. Social Value
	5. Employment initiatives, training and apprenticeship schemes are encouraged by Magenta Living.
	6. Providers shall work with Magenta Living’s staff and tenants, residents or customers in order to provide education around the work they will be carrying out on behalf of Magenta Living where applicable.
	7. When Providers propose to use an apprentice to carry out work, they must ensure the apprentice is always supervised by fully trained and competent personnel. The cost of all supervised work is to be borne by the Provider.
	8. Equality and Diversity
	9. Magenta Living is committed to equality of opportunity and, therefore, wishes to encourage its Contractors to demonstrate a similar commitment in relation to employment and service delivery. The successful tenderer and any sub-contractors they make use of, working on behalf of Magenta Living are expected not to discriminate because of age, disability, gender, sexuality, race, colour, ethnic origin or religion and must comply with all statutory obligations.
	10. In the delivery of the works under this Framework Agreement, the successful tenderer(s) should therefore:-
* Take steps to ensure that where they may need to recruit people for the delivery of the services under this Framework Agreement their recruitment actively encourages applications from black, minority or ethnic (BME) backgrounds and reflects the ethnic mix of communities in which they are working;
* Demonstrate their compliance with all current legislation relating to equality and diversity, the Equality Act 2010 including any subsequent amendments or forthcoming regulations applicable throughout the Framework Agreement period;
* Where appropriate, seek advice from bodies such as the Council for Racial Equality (CRE) and the Equal Opportunities Commission (EOC);
* Adopt their own equal opportunities policies and procedures.
	1. Magenta Living will monitor the successful tenderers commitment to equality and diversity through it’s contract management process to ensure they continue to meet the equality and diversity requirements throughout the period of the Framework Agreement.

* 1. Discriminatory behaviour or racial or sexual harassment towards its Agents, Employees or tenants will not be tolerated. Any allegation of such behaviour will be investigated thoroughly by Magenta Living and appropriate action will be taken if allegations are found to be substantiated.
	2. Equally through its Tenancy Agreement Magenta Living requires tenants not to harass any neighbour, Employee or Agent of Magenta Living. The successful tenderer(s) or their employees who have suffered harassment should bring this to the attention of Magenta Living who will fully investigate the allegations.
	3. Data Protection – Compliance with GDPR
	4. This Framework Agreement and any subsequent call off contracts will be subject to Data Protection Legislation. Each Party shall comply with Data Protection Law in connection with this Framework Agreement. In particular each Party shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Framework Agreement.
	5. Financial Management – Orders and Payments
	6. The tendered price must include for the removal and disposal of all waste.
	7. Services called off from the Framework Agreement must only commence following the written agreement of the successful Tenderer’s pricing proposal including timescales for the services required.
	8. Payment terms will be in accordance with those outlined in Document 7 – Framework Agreement.
	9. Invoices should be submitted to financeteam@magentaliving.org.uk
	10. Variation of Prices
	11. Prices will be fixed for the 12 months of the Framework Agreement
	12. Following that period, any requests for price changes must be accompanied by a written summary and supported by evidence to justify the proposed price change. Evidence must include specific cost breakdowns showing separately any increases or decreases in materials, labour and overhead costs and shall be agreed no later than 3 months prior to the effective date. Please note any prices changes will be limited to CPI Rate for the month of September from the preceding year to the year in which the increase is to be applied. (e.g. any proposed price increase in the year 2022 will not exceed the CPI for September 2021
	13. Risk management
	14. In addition to 2.28 of Document 2 – Specification the successful Tenderer(s) shall
* provide all supplies/ services under the Framework Agreement in a timely and professional manner in accordance with best industry practice using all reasonable skill and care.
* ensure the Framework agreement is delivered by appropriately skilled and qualified persons who have the necessary expertise to deliver and shall ensure that such personnel are fully trained and up-to-date with all current industry developments.
	1. Insurance
	2. The Provider(s) must hold as a minimum, the following insurances, throughout the duration of the Framework period
* Professional Indemnity Insurance - £2 million in the aggregate of any 12-month period.
* Public Liability Insurance - £5 million in respect of any one claim in any 12-month period.
* Employer’s Compulsory Liability – As required by law in respect of any one claim in any 12-month period.

Please Note: It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

* 1. The Provider will provide ML will details of all relevant insurances policies and copies of any cover-notes relating to the insurances on an annual basis following the renewal of such insurances, to ensure required policies and insurance levels are maintained.
1. EVALUATION & AWARD CRITERIA
	1. Non Compliant / Incomplete Tenders
	2. Tenders may be rejected if the complete information called for is not given at the time of tendering or if the submission fails to comply with the format and presentation as instructed in this ITT document.
	3. Evaluation & Award Criteria
	4. The tender process will be conducted to ensure that the tenders are evaluated fairly to ascertain the most economically advantageous tender (M.E.A.T).

* 1. Tenderers must provide information within their Tender response which clearly demonstrates their capability to deliver the Framework Agreement and supports their understanding of and proposals to meet the specification and contractual requirements outlined in these ITT documents.
	2. Tenderers who submit a Tender with arithmetical errors leading to a revised Tender sum when the errors are corrected will be given the opportunity to accept the revised Tender sum or withdraw the Tender.
	3. A Tender containing major arithmetical errors or a large number of arithmetical errors may be rejected on the ground that there is a serious doubt about the competence of the Tenderer.
	4. Each Lot tendered for will be the subject of a separate evaluation. It is possible therefore, that Tenderers will be either ‘wholly successful, ‘partially successful’ or ‘unsuccessful’.
	5. Set out below is the weighted evaluation for Magenta Living’s requirements. The evaluation criteria described in this Invitation to Tender document will be used to inform the final decision as to which Tenderers will be appointed onto the Framework Agreement. Specific criteria and weightings are detailed below
	6. Magenta Living reserves the right to accept or all part of a tender, it is therefore possible that Tenderers for each Lot bid for may be either ‘wholly successful, ‘partially successful’ or ‘unsuccessful’
	7. It is important therefore that when completing the tender response questionnaire, the method statements you provide in support of your response give evidence of proven ability to provide the works and “how” you propose to meet the requirements of this Framework Agreement.
	8. When compiling their Tender response, Tenderers should assume that Magenta Living has no prior knowledge of the Tenderer’s organisation, its practice or involvement in existing services/ works, projects or procurements. Only the information contained within the Tender response will be taken into consideration as part of the evaluation process.
	9. Set out below is the weighted evaluation criteria for this Framework Agreement

|  |  |
| --- | --- |
| **Price** | **40 %** |
| **Quality/Service Delivery** | **60 %** |

| **Section** | **Assessment** |
| --- | --- |
| Scope of requirement | This section is for information only to confirm which Lot(s) the Tenderer is bidding for |
| 1. Supplier Information
	1. Supplier details
	2. Bidding Model
	3. Contact details

Subcontractor details | This section is **for information** to ensure Magenta Living has the Tenderers’ correct details and to give Magenta Living and understanding of the structure of your Organisation and details of any proposed sub-contractors in the delivery of the works **(FI)** |
| 1. Grounds for rejection
	1. Mandatory Exclusion
	2. Discretionary Exclusion
 | This section will be assessed on a **pass/fail** basis. If a tenderer cannot answer NO to every question (apart from 2.1.9), Magenta Living reserves the right to disqualify them from the tendering process.**(Pass/Fail)** |
| 1. Financial Information
 | This section will be assessed on a **pass/fail** basis for the level of economic and financial capacity required by Magenta Living to deliver the Framework Agreement. If any Tenderer does not demonstrate they can meet the minimum threshold, they will not be considered further.The information requested will be assessed on a risk based opinion as to whether a company has sufficient financial standing and capacity and deemed credit worthy. This assessment will lead to a pass or fail. The following minimum requirements must be satisfied:The Tenderer must have positive current assets. To assess this, the current ratio (current assets divided by current liabilities) obtained from the audited accounts and most recent management accounts must be 1 or more. The balance sheet contained in the audited accounts and most recent management accounts must show that assets exceed liabilities.Tenderer(s) must notify Magenta Living promptly if at any time prior to the award of Framework Agreement its current ratio falls below 1 or its liabilities exceed its assets.If appliable, confirmation that a parent company guarantee will be given, if required by Magenta Living or if not what alternative security/performance bond will be given, to demonstrate the Tenderers Organisation is credit worthy/ financially viable, which must be to Magenta Living satisfaction Non-compliance will result in a Fail, unless there has been a financial reconstruction since the date of the last audited accounts in which case full disclosure needs to be made and this will be the subject of a detailed evaluation as part of this process and if this evaluation is acceptable the bid will not necessarily Fail. (**Pass/Fail)** |
| 1. Insurances
 | This section is **for information** and is confirmation that, if successful, Tenderer(s) will seek and obtain the insurance level(s) required by Magenta Living to deliver the works under the Framework Agreement. **(FI)** |
| 1. Modern Slavery Act
 | FI to confirm if commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act") |
| 1. Technical and Professional Ability – Relevant Experience and Contract Examples
 | This section will be assessed on a PASS/FAIL basis – Responses to this section will be assessed to determine the potential supplier’s ability to deliver the Framework Agreement  |
| 1. General Data Protection Regulations 2018 (GDPR
 | This section will be assessed on a PASS/FAIL basis. Responses to this section will be assessed to determine the potential supplier’s compliance with legal requirements and ability to deliver the Framework Agreement. This section will be assessed as a whole as to whether the approach to Data Protection is deemed acceptable/ low risk in relation to the delivery of the services/ supplies under this Framework Agreement and is compliant with the law. **Only bidders applying for LOT 2 need to complete this question** |
| 1. Equality and Diversity
 | Magenta Living only wishes to work with Providers who adopt a positive approach to equality and diversity in the delivery of the works under the Framework Agreement and comply with Equality and Diversity Law. Reponses to this Section will be assessed on a PASS/FAIL basis and may not be considered further should Magenta deem that there is doubt about the Tenderers ability and hence potential risk in term of compliance with E&D Law in the delivery of the works under the Framework Agreement.  |
| 1. Environmental Management
 | Responses to this Section will be assessed to determine the tenderer’s compliance with legal requirements and ability to deliver the works under this Framework Agreement. This section will therefore be assessed as a whole as to whether the approach to environmental legislation compliance is deemed acceptable/low risk in relation to the delivery of the Works under this Framework Agreement and is compliant with the law. This section will therefore be scored on a PASS/FAIL basis. |
| 1. Health and Safety
 | This section will be assessed on a PASS/FAIL basis – Responses to this section will be assessed to determine the potential supplier’s compliance with legal requirements and ability to deliver the Framework Agreement. This section will be assessed as a whole as to whether the approach to Health and Safety is deemed acceptable/ low risk in relation to the delivery of the services/ supplies under this Framework Agreement and is compliant with the law.  |
| 1. Qualifications/Competencies/Professional Accreditations
 | This section will be assessed on a PASS/FAIL basis. Responses to this section will be assessed to determine the potential supplier’s competence to delivery the services outlined in the specification |
| 1. Trade Body Membership
 | This section will be assessed on a PASS/FAIL basis. Responses to this section will be assessed to determine membership of the specified Trade Bodies |
| 1. Confirmation of Understanding of Requirements
	1. Confirmation of Understanding
 | This section is for information only to confirm that the Tenderer has read and understood the remit of the Framework Agreement and has taken this into consideration before completing their submission |
| * 1. Terms and Conditions of the Framework Agreement
 | PASS/FAIL – Tenderers are required to accept ML’s terms and conditions of the Framework Agreement without amendment. Failure to accept the Framework Agreement without amendment will result in a FAIL and therefore your Tender will not be considered further |
| 1. Mobilisation
 | This section will be scored  |
| 1. Framework Delivery
 | This section will be scored |
| 1. Performance Management
 | This section will be scored |
| 1. Customer Service Standards
 | This section will be scored |
| 1. Geographic Service Delivery
 | This section will be scored  |
| 1. Future Proofing
 | This section will be scored |
| 1. Business Continuity
 | This section will be scored |
| 1. Exit Strategy
 | This section will be scored |
| 1. Employment, Skills and Social Value
 | This section will be scored  |
| 1. Form of Tender
 | PASS/FAIL - If the Form of Tender is not fully completed and the Tenderer agrees to each of the items within the Form of Tender, by indicating “Yes” to each item, and the Form of Tender is signed & dated, ML reserves the right to reject the Tender.Tenderers must also inform Magenta Living of any potential conflicts of interest and provide details of how the conflict will be mitigated. ML will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore if Potential Providers cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their Tender will be deemed non-compliant and may be rejected |
| Price | This section will be scored |

* 1. Tender submissions will be assessed on the following basis:
	2. **Non-Compliant /Incomplete Tenders** - all submitted documents will be assessed to establish whether they have been completed in full and in accordance with the instructions for completion and submission. Tender submissions that do not meet these requirements may be rejected.

**Pass/Fail** - PASS/FAIL questions will not attract a score or weighting but will determine whether a Tenderer remains in the process.

**Scored (%)** - Where a section and its respective questions therein are to be assessed based upon a score, each of the questions will be scored based upon the following criteria. This scoring methodology applies to documents, clarifications that are scored and aggregated to other scores for the basis of the tender evaluation. Incomplete or blank responses will receive a nil mark.

| **Assessment** | **Detail** | **Score** |
| --- | --- | --- |
| **Excellent** | Demonstrates clearly and convincingly how all Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Documents so as to deliver the works/services in an excellent way and with excellent value for money for Magenta Living. | **100%** |
| **Good** | Demonstrates how nearly all of Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Documents so as to works/services to a good standard. | **95%** |
| **Minor reservations** | Demonstrates how a majority of Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Documents so as to provide a reasonable standard of delivery of works/services. | **70%** |
| **Significant reservations** | Provides only limited assurance that Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Documents, so as to result in a mediocre standard of delivery of works/services. | **30%** |
| **Poor** | Either no answer is provided or the answercompletely fails to demonstrate that any of Magenta Living’s requirements in the area being evaluated will be delivered in accordance with the Framework Documents. | **0** |

* 1. If the Tender is deemed to be technically non-compliant, (i.e. not compliant with the minimum specified requirements) the tender will not be considered any further. Only tenders which are deemed to be technically and commercially compliant will be assessed.
	2. Summary of the scoring is as follows:-

|  |  |
| --- | --- |
| **Questions** | **Weighting** |
| 1. Supplier Information
 | FI |
| 1. Grounds for rejection
 | Pass/Fail |
| 1. Financial Information
 | Pass/Fail |
| 1. Insurances
 | FI |
| 1. Modern Slavery Act
 | FI |
| 1. Technical and Professional Ability – Relevant Experience and Contract Examples
 | Pass/Fail |
| 1. General Data Protection Regulations 2018 (GDPR
 | Pass/Fail |
| 1. Equality and Diversity
 | Pass/Fail |
| 1. Environmental Management
 | Pass/Fail |
| 1. Health and Safety
 | Pass/Fail |
| 1. Qualifications/Competencies/Professional Accreditations
 | Pass/Fail |
| 1. Trade Body Membership
 | Pass/Fail |
| 13.1 Confirmation of Understanding | Pass/Fail |
| 13.2 Terms and Conditions of the Framework Agreement | Pass/Fail |
| 14 Mobilisation | 12% |
| 15 Framework Delivery  | 8% |
| 16 Performance Management | 15% |
| 17 Customer Service Standards | 8% |
| 18 Geographic Service Delivery | 3% |
| 19 Future Proofing | 2% |
| 20 Business Continuity | 5% |
| 21 Exit Strategy  | 5% |
| 22 Employment, Skills and Social Value | 2%  |
| 23 Form of Tender | Pass/Fail |
| Total Quality Score | 60% |
| Price | 40% |

 **100%**

* 1. Pricing will be evaluated based on the % variance from the lowest price as per below example price scoring methodology:



* 1. Abnormally low Tenders and any Tenders that are withdrawn during the evaluation process will be excluded from the evaluation process.
	2. Evaluators will assess compliance with Magenta Standard Terms and Conditions of the Framework Agreement. If any Tenderer fails to provide an unqualified acceptance of the Framework Agreement their tender may not be considered further.
	3. **Tender Evaluation process**
	4. The process Magenta Living will adopt to evaluate Tenders will be as follows:
	5. There will be an initial check of all Tenders for completeness and compliance with the tendering instructions (including a check that the Tender is a “compliant Tender”.
	6. Each aspect of the Tender evaluation will generally be undertaken by a panel. The panel will agree a single overall score for each aspect of the Tender being evaluated. This score will be multiplied by the weighting for that item to give a total score for that aspect of the Tender.
	7. Different panels may be used to assess different aspects of the Tender, but the same panel will score all Tenders for the aspect of the evaluation in which they are involved.
	8. Following the initial check of all Tenders an evaluation will then be made of each Tenderer’s response by the appropriate evaluation panel. The panel will apply the appropriate percentage from the table set out in section 5.15 above to the marks “weightings” in the in the table in section 5.17.
	9. Following the evaluation by the panel, Tenderers may be asked to provide further clarification information and/or may/ may not be invited to a post tender ‘clarification interview’ to discuss in more detail aspects of their Tender submission that need further clarification to validate what the Tenderer is proposing in the Method Statements. Failure to adequately respond may result in the rejection of the Potential Provider’s Tender and its elimination from further participation in all or part of this Procurement
	10. The named customer provided in response to Q6 may be asked to confirm information regarding your performance of their Contract to validate your proposed methodology. The Magenta Living stakeholder panel must be able to evaluate what the Tenderer is proposing in their Method Statements by reference to the actual performance achieved for similar arrangements elsewhere as demonstrated by reference to successful implementation within the client references named in Question 6 and this should be considered by Tenderers when responding to questions
	11. Magenta may also seek to verify information provided as stated in para 2.72. The clarification interview/ information, verification information will be used to validate the provisional scores for the Method Statements.  This may include contacting any existing customer of the bidder whose details the bidder has provided in their tender, providing them with extracts from the Bidder’s Method Statements and asking them to verify that delivery under the bidder’s contract with them is in line with those method statements. Magenta Living may therefore reduce a Tenderer’s provisional score for their written Method Statements where the verification information provided makes it clear that the Tenderer’s actual delivery is not as proposed in their Method Statement such that their written score cannot be justified. Conversely, Magenta Living may increase a Tenderer’s provisional score where it considers that the Tenderer’s Method Statement does not accurately reflect the quality and technical merit of delivery of the works/services that will be provided to Magenta Living.
	12. Following final evaluation of Tenders validation will be sought from the winning Tenderer of information that was ‘self – certified’ as meeting the minimum specified criteria and the winning Tenderer will therefore be asked to provide evidence providing proof of their ability to meet the minimum specified requirements.
	13. Following such a request, should the winning Tenderer fail to provide satisfactory validation of their ability to meet the minimum mandatory requirements, or the evidence provided does not sufficiently demonstrate their ability to meet the minimum mandatory requirements then Magenta Living may reject their Tender.
	14. The second highest scoring Tenderer will then be given the opportunity to provide validation evidence of their ability to meet the mandatory minimum requirements where they have self certified.