

INVITATION TO TENDER (ITT) FOR:

**The Provision of Plumbing and External Works
in Domestic Properties and Communal Areas:**

On behalf of:

Saffron Housing Trust Ltd

CONTRACT PERIOD

1 June 2017 to 31 March 2020 with an option to extend for 24
Months



Saffron Housing Trust Ltd,
Saffron Barn,
Swan Lane,
Long Stratton,
Norwich,
Norfolk,
NR15 2XP

DATE: 8th March 2017

Dear Bidder

INVITATION TO TENDER (ITT) Plumbing and External Works to Domestic Properties
and Communal Areas:

1. Your organisation along with others is invited to offer a tender for provision of the above, to the specification outlined in the attached documents. Enclosed are:

Document 1 Contracts Specification

Document 2 is our PQQ if you haven't already completed one this will need to be done.

Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below using the address label provided.

2. If your tender is being returned via e-mail it must be sent to:
tenders@saffronhousing.co.uk **no later than 17.00 hours on the 31st March 2017.**
Late tenders **may not** be considered.
3. If having read the enclosed specification you decide not to submit a tender, I would be grateful if you could send your reasons (though you are under no obligation to do so) to supplychain@saffronhousing.co.uk marked tender **for Plumbing and External Works in Domestic Properties and Communal Areas.**
4. Please contact tenderenquiries@saffronhousing.co.uk if you have any questions about the tendering procedure.
The list of requirements detailed below must be completed and supplied where applicable failure to do this could result in disqualification from this exercise.

- Pre-Qualification Questionnaire (to be completed)
- Formal tender (You must supply)
- Risk Assessment & Method Statement (You must supply)
- COSHH Certificates (You must supply)
- References (You must supply)

We look forward to your response.

Yours sincerely

Saffron Housing Trust.

Document 1

INSTRUCTION AND INFORMATION ON TENDERING PROCEDURES

5. Please read through these instructions carefully. Failure to comply with any of the requirements set out in this ITT may result in the rejection of your tender as a whole on the grounds of non-compliance.
6. These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact: tenderenquiries@saffronhousing.co.uk if you have any doubts as to what is required or you have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed. Please Title this **Clarifications & Questions**.

Tendering time table

PQQ and Tender Issue	3 rd March 2017
PQQ and Tender Return	31 st March 2017
Selections of Candidates for Tender Evaluation	10 th April 2017
Presentation and Q&A	w/c 17 th April 2017
Evaluation	24 th April 2017
Contract Award	24 th April 2017
Award Notification	5 th May 2017

On reaching a decision in respect of the contract award, Saffron Housing Trust will notify all Potential Providers of the decision and operate a standstill period of at least 10 calendar days. The contract award notification will be sent to each Potential Provider. Saffron Housing Trust will inform all unsuccessful Potential Providers of the identity and relative advantages and characteristics of the successful tender as compared with addressee's tender.

Contract period

7. The contract period is to be for a period of **1st June 2017 to 1st March 2020** with an option of **24 month** extension subject to status and performance.

Incomplete Tender

8. Tenders may be rejected if the information asked for in the ITT and specification is not given at the time of tendering.

Returning Tenders

9. By “tender” we mean the five documents that form part of your bid:
 - The document and signed ITT Questionnaire (including the financial documentation that you can provide for Part B of the ITT Questionnaire and your organisation structure chart, if relevant.
 - The complete Data Security Plan.
10. Completed responses should be submitted as a single MS Word format document, with all ancillary documents attached, by email to:
tenders@saffronhousing.co.uk with subject heading Clearance and Cleaning Works in Domestic Properties and Communal Areas. Emails must be no more than 5MB and should otherwise be split into numbered parts (for example by separating and cross referencing any large embedded document(s) or alternatively should be zipped.
11. The deadline for receipt of the completed responses is 17.00 on **31st March 2017**. Failure to provide a complete response on or before this deadline will result in the exclusion of your tender.
12. Tenders will be received up to the deadline. Saffron Housing Trust will **not** consider or accept responses submitted after the deadline. IT or Postal issues within your own system will not be grounds for a late submission. Any tenders received before such date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is received by Saffron Housing Trust no later than the deadline documented.
13. You must provide all of the information requested in this ITT and structure your response using the form provided in the in the statement or requirements, specification and Questionnaire document. Where a question is not relevant to you, this should be indicated with an explanation. The number of the page limits should be respected and responses must be provided in English.
14. You should also ensure that your response to a particular question is only answered in that questions answer, Saffron Housing Trust will not look for extra information from one question in another questions answer.
15. Potential Providers shall promptly notify Saffron Housing Trust of any errors, omissions or details contained within the documentation which precludes them from tendering for this service.
16. Saffron Housing Trust reserve the right to reject any tender which it considers incomplete or which does not provide all requested information.

Receipt of Tenders

17. Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered no later than the appointed time.
18. After the deadline tenders will be formally opened on the **3rd April 2017** and logged in accordance with Saffron Housing Trust procurement processes. The tenders will undergo a compliance check to ensure that all of the information requested has been received. Further checks will be made to ensure that all of the instructions have been complied with and Saffron Housing Trust may disqualify a bidder who:
 - Alters any documentation in the ITT
 - Gives a response to any question that is incorrect or incomplete
 - Fails to comply with any of these instructions
 - Includes in any response a material misrepresentation

- Fails to provide a complete response by stated deadlines

Acceptance of Tenders

19. By issuing this invitation Saffron Housing Trust is not bound in any way and does not have to accept any tender.

Clarifications

20. Questions or request for clarifications regarding this ITT should be submitted by email to tenderenquiries@saffronhousing.co.uk and titled "Flooring Works in Domestic Properties and Communal Areas". No Approach in connection with this ITT should be made via any other route.
21. The deadline for asking clarification questions is **24th March 2017**
If Saffron Housing Trust considers any questions/requests for clarification to be of material significance, both the question and response will be anonymously communicated to all Potential Providers. Clarifications/amendments to the requirements of this ITT will be communicated via e-mail or any sites that the request for tender has been posted on.
22. It is not appropriate to contact any employee of Saffron Housing Trust to obtain information about this ITT other than by making use of the above generic e-mail address. To attempt to do so other than by this service may affect the integrity of the process and cause your submission not to be evaluated.

Inducements

23. Offering an inducement of any kind in relation to obtaining this or any other contract with Saffron Housing Trust will disqualify your tender and may render you blocked from our supplychain, we may also seek legal advice on our findings so as to make this information public.

Confidentiality of Tenders

24. Please note the following requirements, you must not:
 - Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tenders.
 - Disclose, copy, reproduce, distribute or pass any information about this tender on to another person at any time except for the purpose of enabling a response to be made.
 - Make any arrangements with another organisation about whether or not they should tender.
25. Failure to adhere to these conditions will lead to disqualification of your tender and may affect future tenders.

Consortia and Sub contracting

26. If a consortium or sub-contracting approach is proposed where provision and information are shared, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the service. Responses must enable Saffron Housing Trust to assess the overall proposed.
27. Saffron Housing Trust recognises that arrangements in relation to the proportion of any contract awarded that the Potential Provider proposes to subcontract.

Cost and Expenses

28. You will not be entitled to claim from Saffron Housing Trust any costs or expenses which you may incur in preparing your tender. Whether the tender is successful or not.

Additional Information

29. No information contained in this ITT or in any communication made between Saffron Housing Trust and any Potential Provider in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered. Saffron Housing Trust reserves the right to change without notice the basis of, or procedures for, the tendering process or to terminate the process at any time. Under no circumstances shall Saffron Housing Trust incur any liability in respect of this ITT or any supporting documentation.
30. Any Potential Provider who directly/indirectly canvasses any officer, member, employee or agent of Saffron Housing Trust concerning this process, or who directly/indirectly obtains or attempts to obtain information from any stated in this document, other than by following procedure set out in this ITT as regards questions/clarifications will be disqualified.
31. Saffron Housing Trust will not reimburse any costs incurred by Potential Providers in connection with the preparation and/or submission of their responses to this ITT.
32. Potential Providers may be excluded from this ITT where:
- Their response to the ITT is submitted late, completed incorrectly or incomplete;
 - There is any material misrepresentation in their response to the ITT and/or the process; or
 - There is a change in identity, control, financial standing or other factors impacting on the selection and/or evaluation process affecting the Potential Provider.
33. Saffron Housing Trust reserves the right to:
- Cancel this procurement process at any time.
 - Not to appoint any Potential Provider.
 - Amend the terms and conditions of the ITT at any time.
34. The Potential Provider must/may be excluded at any stage during the selection and evaluation process, under the scoring matrix set out below.

Debriefing

35. Following the award of contract, debriefing will be available to unsuccessful tenderers on request.

Evaluation Criteria

36. The tender process will be conducted in a manner that ensures tenders are evaluated fairly.

Price - Please complete the attached pricing document. Ensure that you indicate prices for all items. Pricing will form 70% of the final scoring exercise.

Quality - As part of this process we would like to get a feel for how your organisation operates, therefore please can you comment using the same headings as below. Quality will form 30% of the final scoring exercise. Any areas that are not answered

will automatically score 0. The emphasis is on the quality of the work in that area rather than how much is written.

37. Answers to all questions should only relate to the ITT and information set out within.
38. Each question will either be evaluated as a pass or fail / not scored. Where the answers are scored, the assessment of a bidder's quality submission will generate a score. The score for each question will be multiplied by its respective weighting to give a total score. The maximum score available is 100.
39. The winning bid will be the bid with the highest score. In evaluating the responses to this ITT Saffron Housing Trust will apply the evaluation model as a set out in the table below. Details

Of how the evaluation will be conducted for each part are set out in that part. You must respond to all the questions unless (or part of the question) states otherwise.

40. All bids which do not score in any of the following questions may be eliminated from the ITT.

Part	Maximum score available	Comments
A. General Information	Not scored	Company Name & Address. Provide details in full. As part of the procurement process we will carry out a financial company check. Key Company Contacts. To include Contract Managers, Tenant Liaison Officer and a basic company structure. We will require both telephone and email contact details for key company contacts. Accreditations. Outline specific accreditations your company has.
B. Financial Assessment		
C. Experience		
3.1 Customer Liaison.		Explain here in full how tenants/residents are contacted to make arrangements and what steps are made if the first attempt to contact isn't successful.
3.2 Complaints procedure		Saffron Housing Trust understands the difficulties that can arise from time to time when delivering a contract and that the odd complaint may well be received. Whilst we would all prefer that no complaints are logged the important thing is how they are handled when these situations arise. Detail how your complaint system works (including timescales) and how you will liaise with both Saffron

		Housing Trust & its tenants to resolve any complaints that arise.
3.3 Staffing & Training		It is a Saffron Housing Trust preference that company's own staff are employed to work on our sites and not contracted out. This is to ensure that if any problems arise Saffron Housing Trust know exactly who to contact; this will also help to give Saffron confidence that the same people are visiting sites regularly and becoming familiar with all sites and the tenants/residents that they may also see regularly. As part of Saffron's service to its customers we request that a photo ID for all engineers who are likely to be working on our sites is provided by the successful contractor. They must have this ID on their person whilst working on Saffron Housing Trust property. Provide details of the training that is provided to all of your staff that contribute to their knowledge of sites like ours. It is also preferred that Saffron has a single point of contact who is aware of what the situation is with our sites at all times so if we need an update then we have someone we can approach and get the information we need; please provide details of a point of contact.
3.4 Health & Safety		It is important that all works are carried out in accordance with relevant Health and Safety regulations / guidance. Using below, describe under each title how this is achieved to prevent any risks to operatives and residents. Electrical Confined spaces Manual Handling Working at heights Asbestos Rooms containing Open flues

3.5 Guarantees		Provide details of warranty periods for any remedial works carried out.
D. Additional requirements		
4.1 Response Times		List responses to the following queries regarding response times. Average response time to a call out made within working hours (Monday – Friday 9am – 5pm)
4.2 Out of Hours callouts		Explain your out of hours procedure. Do you have duty officers and on call engineers. Give details
4.3 Repair Timescales		Explain how you deal with repairs and parts that may need replacing outside the scope of the stated works orders Do your engineers have van stock? If not, what timescales do you have to source the part and install it?
4.4 Disposal of waste		Provide details of where waste material is taken including any relevant licences
E. Declarations and information to be provided by the tenderer		
	Total: 100	

Purchasing strategy

41. Saffron Housing Trust purchasing strategy is designed to promote fair and open competition, and constructive co-operation between Saffron Housing Trust and suppliers.

Data Security Standards

42. For contracts/frameworks which require the holding or processing of either personal data and/or restricted data, the successful contractor will need to assure Saffron Housing Trust that they have a risk adverse system in place. Failure to operate this could lead to legal action.
43. A requirement of the compliance element of this tender is that bidders submit a Data Security Plan (this will not be scored). The Data Security Plan sets out the proportionate security measures to be implemented and maintained by bidders in relation to all aspects of the contract. Bidders are required to provide evidence that they have in place sufficiently robust security measures and procedures at all times to meet the requirements of the contract and comply with Data protection Legislation.

Resolution of failure to achieve SLA standards

44. In the event of failure by the selected bidder to meet the agreed service levels, both Saffron Housing Trust and the selected bidder shall meet and discuss areas of concern on an informal basis and decide how the problems may be resolved. In the event of continuing failure or an unsatisfactory resolution by the selected bidder Saffron Housing Trust shall be entitled to terminate this agreement. Saffron Housing Trust agrees to give the selected bidder three months written notice should it intend to no longer make use of the selected bidder's services. Saffron Housing Trust will automatically review the other unsuccessful bidders in the first instance.

Conclusions

45. Whilst every endeavour has been made to give tenderers an accurate description of Saffron Housing Trust's requirements, tenderers should make their own assessment about the methods and resources needed to meet those requirements. But this must be done with the guidelines set out in this ITT.

Award criteria

Best value advantageous tender
To be received by no later than 17.00hrs 31st March 2017

Date of dispatch of invitations to tender or to participate to selected candidates

The tenders are dispatched
By email and post

Sirs

I/ We have read and understood the tender document. I/We attach two references

I/We agree that Saffron Housing Trust gives no undertaking to accept the lowest, or any tender.

I/We agree that this tender remains open for acceptance for 3 months from

I/We confirm that I/We have an Equal Opportunities Policy in place and that it is a condition precedent to the consideration of this tender that a copy of the said Policy will be provided if requested.

Signature

For and behalf of:

Address:

Date

Specification of Plumbing and Groundworks Repairs to Domestic Properties and Communal Areas:

Saffron Housing currently have approximately 5900 properties throughout East Anglia. This contract is to provide a repairs service of the plumbing and mains water systems to all premises requested by Saffron Housing Trust (SHT) within this geographical area. Properties may be owned by SHT or by organisations working in partnership with SHT.

Process for placing orders

Saffron Housing Trust employs a Customer Contact team who will place orders under this contract. These may be placed either by telephone or e mail complete with property details and repairs requested. The successful service provider will be required to contact the customer directly to make or confirm the appointment on receipt.

Authorisation of additional repairs

If on attending the property works are found to exceed £250 plus VAT, then the repair and property should be made safe and a written quotation provided.

Scope of Service Requirements

To provide the following provision and services to Saffron Housing Trust (SHT) and any organisations working in partnership with SHT.

- The service provider will be expected to be contactable by telephone and provide site attendance 24hrs, 365 days per year if required.
- Provide all necessary labour, plant, personal protective equipment (PPE) and materials to carry out requested works
- All costs should include clearing area of work on completion
- Able to provide referral advice and support
- Demonstrable experience of developing and implementing enhancements to existing services
- A willingness to work in partnership to share experience and good practice
- Carry out Customer Satisfaction surveys at agreed intervals
- To provide Risk Assessments and Method Statements as agreed

TECHNICAL CAPABILITY

Experience and Capability

Provide:

Details of contracts awarded to, or work undertaken by, your organisation during the last three years, highlighting any relevant experience in relation to this contract.

You are required to provide details of two referees. Ideally these will be organisations for whom you are providing the same or similar requirements to those set out in the Service Specification.

Plumbing Repairs			
ITEM	DESCRIPTION	UNIT	£ PER UNIT
MAIN:LAY 19MM ALKATHENE NE 1M DEEP	Main:Excavate ne 1.00m deep, compact bottoms, lay 150mm thick gravel bed and haunch, lay 19mm diameter alkathene pipe including all fittings backfill and dispose of waste.	M	
MAIN:LAY 19MM ALKATHENE 1-2M DEEP	Main:Excavate over 1.00m ne 2.00m deep, compact bottoms, lay 150mm thick gravel bed and haunch, lay 19mm diameter alkathene pipe including all fittings, backfill and dispose of waste.	M	
MAIN:REPAIR UNDERGROUND BURST	Main:Renew up to 22mm copper underground main ne 1.00m long in trench, connectors, bends and fittings, wrap with tape, turn off/on water, test, all excavation, backfill/cart away, reinstatement.	M	
BURST:EXCAVATE AND REPAIR BURST PIPE NE 28MM	Burst:Turn off/on water supply, drain down/refill, renew length of upto 28mm diameter alkathene pipe ne 1.00m long with couplings and fittings, test all excavation, backfill/cart away, reinstatement.	M	
STOPCOCK:RENEW EXTERNAL BOX AND PIPE	Stopcock:Renew stopcock box and salt glazed pipe ne 750mm deep including all necessary excavation and backfill and make good to existing finishes.	Item	
STOPCOCK:RENEW EXTERNAL BOX	Stopcock:Renew stopcock box including remove existing and bed new in cement mortar (1:3) and make good existing finishes.	Item	
STOPCOCK:RENEW COPPER TO COPPER NE 22MM	Stopcock:Renew copper to copper mains stopcock ne 22mm diameter including turn water off/on, fix new stopcock including all couplings and connections and test.	Item	
MAIN AND DRAIN:REINSTATE CONCRETE PAVING	Main and Drain:Extra for breaking up, remove spoil subsequently reinstate up to 150mm thick concrete with hardcore sub-base under, up to 600mm wide including joints, make good to existing finishes.	M	

Document 2

Saffron Tender PQQ's

Notes for completion

1. The "authority" means the contracting authority (Saffron Housing Trust Ltd), or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Suppliers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the body completing these questions i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. This Pre-Qualification Questionnaire (PQQ) has been designed to assess the suitability of a Supplier to deliver the authority’s contract requirement(s). If you are successful at this stage of the procurement process, you will be selected for the subsequent award stage of the process.
4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.
6. Please return a completed version of this document to:

Named procurement officer	
Name of contracting authority	
Contact e-mail address	
Postal address	
Deadline for receipt of PQQ	
(UK date and time)	

Verification of Information Provided

7. Whilst reserving the right to request information at any time throughout the procurement process, the authority may enable the supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the supplier can meet the specified requirements (such as the questions in section 7 of this PQQ relating to Technical and Professional Ability) the authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

Sub-contracting arrangements

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
9. The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that subcontractors are to play a significant role in delivering key contract requirements, any changes to those subcontracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority immediately of any change in the proposed subcontractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Consortia arrangements

10. If the Supplier completing this PQQ is doing so as part of a proposed consortium, the following information must be provided;
 - names of all consortium members;
 - the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
 - if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.
11. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.
12. All members of the consortium will be required to provide the information required in all sections of the PQQ as part of a single composite response to the authority i.e. each member of the consortium is required to complete the form.
13. 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 in a separate Appendix.
14. The authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Confidentiality

15. When providing details of contracts in answering section 6 of this PQQ (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.
16. The authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
17. 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 Crown Commercial Service and/or contracting authorities defined by the Public Contract Regulations

1. Supplier Information

1.1 Supplier details	Answer
Full name of the supplier completing the PQQ	
Registered company address	
Registered company number	
Registered charity number	
Name of immediate parent company	
Name of ultimate parent company	
Please mark 'X' in the relevant box to indicate your trading status	i) A public limited company ☐ Yes
	ii) A limited company ☐ Yes
	iii) A limited liability partnership ☐ Yes
	iv) Other partnership ☐ Yes
	v) Sole trader ☐ Yes
	vi) Other (please specify) ☐ Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, community and Social Enterprise (VCSE) ☐ Yes
	ii) Small or Medium (SME) ☐ Yes
	iii) Sheltered workshop ☐ Yes
	iv) Public service mutual ☐ Yes

1.2 Bidding Model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	☐ Yes
b) Bidding as a Prime Contractor and will use third parties to deliver some of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	☐ Yes
c) Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.	☐ Yes
d) Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.	☐ Yes <u>Consortium members</u> <u>Lead member</u>
e) Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.	☐ Yes <u>Consortium members</u> <u>Current lead member</u> <u>Name of Special Purpose Vehicle</u>

1.3 Contact Details	
Supplier contact details for enquiries about this PQQ	
Name	
Postal address	
Country	
Phone	
Mobile	
E-mail	

1.4 Licensing and registration (please mark 'X' in the relevant box)		
1.4.1	Registration with a professional body If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state).	☐ Yes ☐ No If yes, please provide the registration number in this box
1.4.2	Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement?	☐ Yes ☐ No If yes, please provide additional details within this box of what is required and confirmation that you have complied with this.

2. Grounds for mandatory exclusion

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

If you have answered "yes" to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	☐ Yes	☐ No
b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	☐ Yes	☐ No
c) the common law offence of bribery;	☐ Yes	☐ No
d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;	☐ Yes	☐ No
e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:	☐ Yes	☐ No

(i)	the offence of cheating the Revenue;	☐ Yes	☐ No
(ii)	the offence of conspiracy to defraud;	☐ Yes	☐ No
(iii)	fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	☐ Yes	☐ No
(iv)	fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	☐ Yes	☐ No
(v)	fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	☐ Yes	☐ No
(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	☐ Yes	☐ No
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	☐ Yes	☐ No
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	☐ Yes	☐ No
(ix)	the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;	☐ Yes	☐ No
f)	any offence listed—	☐ Yes	☐ No
(i)	in section 41 of the Counter Terrorism Act 2008; or	☐ Yes	☐ No
(ii)	in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	☐ Yes	☐ No
g)	any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	☐ Yes	☐ No
h)	money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;	☐ Yes	☐ No
i)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;	☐ Yes	☐ No
j)	an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;	☐ Yes	☐ No
k)	an offence under section 59A of the Sexual Offences Act 2003;	☐ Yes	☐ No
l)	an offence under section 71 of the Coroners and Justice Act 2009	☐ Yes	☐ No
m)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	☐ Yes	☐ No
n)	any other offence within the meaning of Article 57(1) of the Public Contracts Directive—	☐ Yes	☐ No
(i)	as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or	☐ Yes	☐ No
(ii)	Created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.	☐ Yes	☐ No

3. Grounds for discretionary exclusion – part 1

The authority may exclude any Supplier who answers 'Yes' in any of the following situations set out in paragraphs (a) to (i);

3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	☐ Yes	☐ No
b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	☐ Yes	☐ No
c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable;	☐ Yes	☐ No
d) your organisation has entered into agreements with other economic operators aimed at distorting competition;	☐ Yes	☐ No
e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	☐ Yes	☐ No
f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	☐ Yes	☐ No
g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	☐ Yes	☐ No
h) your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or (ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or	☐ Yes	☐ No
i) your organisation has undertaken to	☐ Yes	☐ No
(aa) unduly influence the decision-making process of the contracting authority, or	☐ Yes	☐ No
(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or	☐ Yes	☐ No
j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	☐ Yes	☐ No

Conflicts of interest

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

Taking Account of Bidders' Past Performance

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. The authority may also assess whether specified minimum standards for reliability for such contracts are met. In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning'

Any Supplier that answers 'Yes' to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

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

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

4. Grounds for discretionary exclusion – part 2

The authority reserves the right to use its discretion to exclude a Supplier where it can demonstrate the Supplier's non-payment of taxes/social security contributions where no binding legal decision has been taken.

Please note that Section 4 relating to tax compliance only applies where the authority has indicated that the contract is over £5 million in value, and the authority is a Central Government Department (including their Executive Agencies and Non-Departmental Public Bodies).

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:

1. A Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the

General Anti-Abuse Rule or the Halifax Abuse Principle;

2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion

From 1 April 2013 onwards, have any of your company's tax returns submitted on or after 1 October 2012; (Please indicate your answer by marking 'X' in the relevant box).		Please indicate your answer by marking 'X' in the relevant box.	
		Yes	No
4.1	Given rise to a criminal conviction for tax related offences which is unspent, or to a civil penalty for fraud or evasion;	☐ Yes	☐ No
4.2	Been found to be incorrect as a result of: • HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the "Halifax" abuse principle; or • A Tax Authority in a jurisdiction in which the legal entity is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or the "Halifax" abuse principle; or • the failure of an avoidance scheme which the Supplier was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) or any equivalent or similar regime in a jurisdiction in which the Supplier is established.	☐ Yes	☐ No

If answering "Yes" to either 4.1 or 4.2 above, the Supplier may provide details of any mitigating factors that it considers relevant and that it wishes the authority to take into consideration. This could include, for example:

- Corrective action undertaken by the Supplier to date;
- Planned corrective action to be taken;
- Changes in personnel or ownership since the Occasion of Non-Compliance (OONC); or
- Changes in financial, accounting, audit or management procedures since the OONC.

In order that the authority can consider any factors raised by the Supplier, the following information should be provided:

- A brief description of the occasion, the tax to which it applied, and the type of "non-compliance" e.g. whether HMRC or the foreign Tax Authority has challenged pursuant to the GAAR, the "Halifax" abuse principle etc.
- Where the OONC relates to a DOTAS, the number of the relevant scheme.
- The date of the original "non-compliance" and the date of any judgement against the Supplier, or date when the return was amended.
- The level of any penalty or criminal conviction applied.

5. Economic and Financial Standing

Financial Information						
5.1	Please provide one of the following to demonstrate your economic/financial standing; Please indicate your answer with an 'X' in the relevant box.					
	(a) A copy of the audited accounts for the most recent two years					
	(b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation					
	(c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position					
	(d) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).					
5.2	Where the authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this PQQ, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out here.	☐ Yes ☐ No				
5.3	(a) Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)? If yes, please provide the name below: <table border="1" style="margin-left: 40px;"> <tr> <td>Name of the organisation</td> <td></td> </tr> <tr> <td>Relationship to the supplier completing the PQQ</td> <td></td> </tr> </table>	Name of the organisation		Relationship to the supplier completing the PQQ		☐ Yes ☐ No
	Name of the organisation					
Relationship to the supplier completing the PQQ						
If yes, please provide Ultimate / parent company accounts if available. If yes, would the Ultimate / parent company be willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)	☐ Yes ☐ No ☐ Yes ☐ No					

6. Technical and Professional Ability

Financial Information	
6	Please provide details of up to <u>three</u> contracts, in any combination from either the public or private sector, that are relevant to the authority's requirement. Contracts for supplies or services should have been performed during the past <u>three</u> years. Works contracts may be from the past <u>five</u> years, and VCSEs may include samples of grant funded work. The named customer contact provided should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements; if this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

	Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.			
		Contract 1	Contract 2	Contract 3
6.1	Name of customer organisation			
6.2	Point of contact in customer organisation Position in the organisation E-mail address			
6.3	Contract start date Contract completion date Estimated contract value			
6.4	In no more than 500 words, please provide a brief description of the contract delivered including evidence as to your technical capability in this market.			
6.5	If you cannot provide at least one example for questions 6.1 to 6.4, in no more than 500 words, then please provide an explanation for this e.g. your organisation is a new start-up.			

7. Additional PQQ modules

Suppliers who self-certify that they meet the requirements for these additional modules will be required to provide evidence of this if they are successful at contract award stage. Please indicate your answer by marking 'X' in the relevant boxes.

A- Project specific questions to assess Technical and Professional Ability

Further project specific questions relating to the technical and professional ability of the Supplier.

B- Insurance

1	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Employer's (Compulsory) Liability Insurance = £x Public Liability Insurance = £x Professional Indemnity Insurance = £x Product Liability Insurance = £x *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.	☐ Yes ☐ No
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C- Compliance with equality legislation

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.		
1	In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	☐ Yes ☐ No
2	In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? If you have answered "yes" to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.	☐ Yes ☐ No
3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	☐ Yes ☐ No

D- Environmental Management

1	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. The authority will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.	☐ Yes ☐ No
2	If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation?	☐ Yes ☐ No

E- Health and safety

1	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	☐ Yes ☐ No
2	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer to this question was “Yes”, please provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The authority will exclude bidder(s) that have been in receipt of enforcement/remedial action orders unless the bidder(s) can demonstrate to the authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.	☐ Yes ☐ No
3	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	☐ Yes ☐ No

8. Declaration

	I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... (Insert name of Supplier). I understand that the authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions. I also declare that there is no conflict of interest in relation to the authority's requirement. The following appendices form part of our submission; <table border="1" data-bbox="284 636 1299 797"> <thead> <tr> <th data-bbox="284 636 791 672">Section of PQQ</th> <th data-bbox="791 636 1299 672">Appendix Number</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		Section of PQQ	Appendix Number								
Section of PQQ	Appendix Number											
	PQQ completed by											
8.1	Name											
8.2	Role in organisation											
8.3	Date											
8.4	Signature											

PQQ – Template for Appendices
PQQ section-
Question number-