



**Green  
Square  
Accord**

**Invitation to Tender  
for the Supply of  
Audit Services**

**OPEN PROCEDURE  
SERVICES/SUPPLIES CONTRACT**

## Introduction

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

### Purpose

The purpose of this procurement process is to invite potential suppliers to submit a tender for this opportunity. This enables GreenSquareAccord to gather information on and make assessments of the potential suppliers' credentials, to ensure that they have not breached the exclusion grounds and meet the Minimum Levels of Suitability and to further evaluate the response to the scored award questions of those who have not breached the exclusion grounds and meet the minimum suitability criteria.

This document is divided into two parts:

- Part A sets out important information for potential suppliers regarding GreenSquareAccord's requirements and the procurement process.
- Part B sets out the Minimum Levels of Suitability (pass/fail questions) and the scored award criteria GreenSquareAccord will use to award a contract to the successful supplier(s).

## Part A – Information about the procurement

### 1. Definitions

The “**Authority**” means the Contracting Authority (“GreenSquareAccord” or “GSA”) (“the Employer”), or anyone acting on behalf of GreenSquareAccord, that is seeking to invite potential suppliers to participate in this procurement process.

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

“**GSA Supplier Portal**” means the electronic tendering site hosted by Intend, which is found at:

<https://in-tendhost.co.uk/greensquare/asp/Home>

“**Contract**” means the contract or framework contracts to be entered into between GreenSquareAccord and the successful supplier(s) on the conclusion of this procurement.

“**Evaluation Questionnaire**” means the electronic questionnaire completed by each potential supplier, which is used to by GreenSquareAccord to assess each potential supplier against the Minimum Levels of Suitability and award criteria.

“**Find a Tender**” (FTS) means the new UK e-notification service introduced in place of the Official Journal of European Union (OJEU) from 1<sup>st</sup> January 2021

“**ITT**” means Invitation to Tender

“**Minimum Levels of Suitability**” means the minimum standards for potential suppliers to be eligible to be considered for award of the Contract, as set out in Part B

“**PCR 2015**” means Public Contracts Regulations 2015.

“**SQ**” means Standard Selection Questionnaire, published by Crown Commercial Service in PPN 03/23, for the purpose of supplier selection covered by the Public Contracts Regulations 2015.

“**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006

## 2. The Procurement Documents

The documents listed below comprise the procurement documents. Potential suppliers should ensure that they are totally familiar with the contents of all parts of the tender documents before compiling and submitting their completed online Evaluation Questionnaire and tender documents.

### Tendering and information documents

Document	Contents
Invitation to Tender (This Document)	Explanatory notes intended to provide a summary of the scope of the requirements, an overview of the procurement process and the evaluation criteria GreenSquareAccord will use to determine award of the Contract from amongst those who meet the Minimum Levels of Suitability.
Evaluation Questionnaire	The electronic questionnaire embedded in the GSA Supplier Portal which must be completed by each potential supplier, and is used to by GreenSquareAccord to assess each potential supplier against the Minimum Levels of Suitability and award criteria
Appendix 1 ITT Declaration	The ITT declaration that each potential supplier will need to complete, sign and upload as an attachment as part of their response.
Appendix 2 Supporting Organisation Questionnaire	Declaration to be completed by organisations that the supplier will rely upon to meet the selection criteria, as detailed further in paragraph 10 below.
Appendix 3 Pricing Model	The spreadsheet containing the pricing schedules which must be fully completed as part of a compliant response.

### Contract documents

The documents comprising the Contract are listed below.

Document	Contents
Audit Services Goods and Services Agreement	The contract which the successful supplier will be required to accept and sign if successful, together with the Schedule of Amendments, Specification, and other contract schedules, which will be completed on award.
Specification	The specification contains GreenSquareAccord's explicit set of requirements for the works.
Your tender	The appropriate parts of the successful supplier's tender response will be inserted after award to form part of the Contract.

## **The Contract**

A copy of the Contract has been supplied with this ITT to transparently furnish potential suppliers with a clear understanding of the Contract requirements, to avoid the expenditure of effort in completing the tender, if they are unable to meet the Contract requirements. If successful, the potential supplier will be required to counter-sign the formal Contract, as issued by GreenSquareAccord. In submitting their tender, the potential supplier, will by such action, confirm that they have reviewed the Contract and are willing to enter into the Contract and that they are able to execute the Contract as drafted (if selected).

## **The Specification**

GreenSquareAccord requires the supply of high-quality services and/or supplies as set out and in accordance with the Specification and other Employer's Requirements supplied with this ITT. The potential supplier must have read this document and all Contract Documents supplied with this ITT prior to returning its tender to ensure it can meet with GreenSquareAccord's requirements. In submitting their tender response, the potential supplier, will by such action, confirm that they have reviewed the Specification and all other Contract Documents and are confident that they have the required knowledge, resource, and expertise to meet the requirements set out therein, including experience of delivering similar specifications for other customers.

### **3. Scope of the requirements**

The key output requirements are as follows:

#### **Specification**

##### **1. Introduction**

GreenSquareAccord is one of the biggest social housing and care providers in England. We operate across the South and Midlands delivering a diverse portfolio of housing, care and related services.

We believe passionately in our mission to build better lives and provide social housing and support services to 54,000 people across our four localities. We are proud to play an active role in helping people to deal with the consequences of the housing crisis by providing affordable homes for people in our communities who need them most.

We also provide care and support to some of the most vulnerable people in society. This includes support for people who are homeless, experiencing domestic violence or are part of the criminal justice system.

Further information about GSA can be found [here](#), along with our most recent financial statements which are available [here](#).

##### **2. Aims**

The main objective of this procurement is to secure external audit services for the financial statements audit of GSA (including all subsidiaries), along with service charge audits.

External audit services are a key part of the overall assurance framework for both the Board and external regulator (RSH) and we are required to have an annual external audit on the above areas. As such, a provider is required to have clear understanding and expertise in the requirements of the Accounting Direction and Housing SORP.

### **3. Scope**

The scope of the External Audit work extends to all operations and records, financial and operational.

The scope of the work to be delivered is as follows:

- Plan, organise and carry out the independent external audit function including the identification of key audit risks and the preparation of an audit strategy and findings report, in all cases working with senior management and the Audit & Risk Committee as required;
- To co-ordinate with the Group's internal auditors and ensure that each party is not only aware of the other's work but also well briefed on areas of concern;
- To review and report on the accuracy, timeliness and relevance of the financial and other information that is provided as part of the financial statements audit.
- To review the Value for Money reporting and other narrative reporting contained within the financial statements against regulatory standards;
- To advise, if required, on any incident reporting to the regulator.

### **4. Requirement**

- External audit review and sign off of financial statements for all Group entities
  - GreenSquareAccord Ltd
  - GreenSquare Homes Ltd
  - GreenSquare Estates Ltd
  - LowCarbonLiving Homes Ltd (LoCal)
  - GreenSquare Construction Ltd (dormant)
  - Sharpness Development LLP (Joint venture)
- Audit of service charge accounts for 83 schemes (potential for this to increase)
- The contract will cover external audit services for 3 years starting with financial year 2024/25, with the possibility of a further 2 years extension on a year by year basis.

- The Auditor will report to the Audit & Risk Committee and Board
- GSA issued a public bond in 2022/23 and consequently is classified as an 'other listed' entity. Whilst not currently deemed to be a Public Interest Entity (PIE) audit, as the bond is not issued on a regulated exchange, we require a provider with the required knowledge and experience to comply with the additional requirements as a result of this.
- Pricing required for the main audit work, service charge statements and day rates for any additional works by team member. This should include the total cost per year and expected increases over the course of the contract (e.g. for inflation)

### Key milestones

The key dates in the annual process are indicated in the table below; potential providers will be expected to deliver the service in accordance with these, and quality of delivery will be assessed against the achievement of these milestones.

Description	Timescale
Submission of annual external audit plan	January
Interim Audit	February/March
Financial year end	31 <sup>st</sup> March
Final audit	May/June
Presentation of annual audit report to Audit & Risk Committee and signing of financial statements	July
Completion of service charge accounts audit	September

The potential supplier is required to supply the services and/or supplies in accordance with all requirements as set out in the specification.

GreenSquareAccord has decided not to subdivide this tender into lots.

### 5. Contract Value

As an indication the Contract is expected to commence on 01/07/2024 and will be for a period of 3 years until 29/06/2026, with the option to extend for up to a further 2 years until 29/06/2029.

The total estimated value excluding VAT for the entire duration of the Contract including all extension options is as follows:

<b>Estimated contract value (excluding VAT)</b>	
	Maximum Estimated Value
<b>Total</b>	<b>£1,030,000</b>

This estimated value is intended to be used as a guide only and is not a guarantee of the level of business that will be generated from the Contract. GreenSquareAccord is not bound by this estimate and may buy more or less.

There is no obligation for GreenSquareAccord to place orders under the under the Contract.

The Contract shall be in the form as set out in the ITT and is not subject to any negotiation, drafting comments or legal mark-ups. The potential supplier in submitting their tender confirms they have reviewed and accepted the specification and the terms and conditions and are willing to enter into the Contract and that they are able to execute the Contract as drafted (if selected).



## 6. Overview of Procurement Process

For the purpose of undertaking the Procurement exercise, GreenSquareAccord is following the Open Procedure within Regulation 27 of the Public Contract Regulations 2015. The procurement process will comprise of the following 4 stages:

ADVERT	ITT	AWARD	MOBILISATION
The advertisement placed by GreenSquareAccord in the Find a Tender Service & Contracts Finder.	<ul style="list-style-type: none"> <li>a) Exclusion grounds – self certification that potentially suitable suppliers have not breached the exclusion grounds.</li> <li>b) Minimum Levels of Suitability stage - Identification of potentially suitable suppliers who meet GreenSquareAccord's minimum suitability criteria requirements (who pass all of the pass/fail questions).</li> <li>c) Scored assessment of potentially suitable suppliers who have not breached the exclusion grounds and have met all of the minimum suitability criteria requirements, in order to select the top scoring tenderer(s) to be awarded the Contract.</li> </ul>	<ul style="list-style-type: none"> <li>a) The issue of notification from GreenSquareAccord of the outcome of the tender evaluation process subject to the 10-day standstill period and provision of feedback to unsuccessful potential suppliers.</li> <li>b) The issue of formal notification from GreenSquareAccord following the conclusion of the standstill period for award to the top scoring supplier(s) to be appointed and publication of the Award Notice in Find a Tender Service &amp; Contracts Finder.</li> </ul>	Execution of the Contract with the successful supplier(s).

The **Amber** Box above is the current position in the process.

## 7. Procurement Timetable

The anticipated timetable for this procurement process is set out below although it is indicative only and GreenSquareAccord reserves the right to vary it.

<b>Process</b>	<b>Date / Time</b>
Opportunity Advertised	Thursday 09 <sup>th</sup> May 2024
Last Date for Submitting Clarification Questions No Later Than	14:00 Hours on 27 <sup>th</sup> May 2024
<b>Tender Return Deadline by No Later Than</b>	<b>14:00 10<sup>th</sup> June 2024</b>
Desktop Evaluation of Returned Tender Submissions Completed by No Later Than	14 <sup>th</sup> June 2024

Request for Supporting Evidence / References & Invites Issued for Interviews (for the top scoring Potential suppliers from the Desktop Evaluation) Completed by No Later Than	14 <sup>th</sup> June 2024
Potential Interviews with top scoring potential suppliers	Week commencing 17 <sup>th</sup> June 2024
Tender Evaluation Outcome Correspondence issued via GSA Supplier Portal	Monday 24 <sup>th</sup> June 2024
Completion of Standstill Period	Midnight on Thursday 04 <sup>th</sup> July 2024
Issue of Award Correspondence via GSA Supplier Portal	Friday 05 <sup>th</sup> July 2024
<b>Contract Commencement</b>	<b>Monday 08<sup>th</sup> July 2024</b>

## 8. Clarification Questions

All enquiries relating to the completion of this tender should be submitted through the GreenSquareAccord Supplier Portal via the correspondence function by no later the deadline set out in the above procurement timetable.

GreenSquareAccord will endeavour to respond to all clarifications received prior to the above date and shall not accept any liability or responsibility for failure to provide any information requested.

All enquiries received and responses provided may be circulated to all potential suppliers via the correspondence or clarification function on the GSA Supplier Portal. If a potential supplier believes an enquiry relates to a confidential aspect of their submission, it must mark the enquiry as “confidential”. If GreenSquareAccord agrees that the enquiry should be answered confidentially, GreenSquareAccord will send a response only to the potential supplier that submitted the enquiry.

Questions may arise on the interpretation of a tender by GreenSquareAccord. GreenSquareAccord reserves the right to raise clarification questions and delay the final evaluation of such tenders until the deadline for response to those questions. Clarification questions are not intended to allow potential suppliers to enhance any aspect of their tender. Responses must be confined to the matters on which clarification is sought.

## 9. Submission of tenders

The completed **on-line Evaluation Questionnaire**, along with all mandatory and relevant attachments should be uploaded and submitted through the GSA Supplier Portal by no later than the deadline set out in the above procurement timetable.

The following documents are requested and should be submitted via the GSA Supplier Portal by the closing date:

<b>Document Reference or section of Questionnaire</b>	<b>Document name</b>	<b>Contents and requirements</b>
On-line Evaluation Questionnaire on GSA Supplier Portal	Evaluation Questionnaire	Electronic Evaluation Questionnaire completed <b>on-line</b> with any required supporting attachments
Evaluation Questionnaire Section 5 Economic & Financial Standing	Audited accounts, or alternative means of demonstrating financial status	Organisation's Full audited accounts for last 2 financial years, or other means as stated in your response to Section 5 of the Evaluation Questionnaire
ITT Declaration	Appendix 1 ITT Declaration	ITT declaration to be completed, signed, and uploaded as an attachment
Supporting Organisation Questionnaire	Appendix 2 Supporting Organisation Questionnaire	Questionnaire to be completed, signed, and uploaded as an attachment for any supporting organisations, as applicable.
Evaluation Questionnaire Part 5 Pricing	Appendix 3 Pricing Model	Completed Pricing model

Please note the GSA Supplier Portal will not allow you to submit your tender after the closing date and time deadline (the facility to submit a tender will be automatically removed after the deadline). You are recommended to allow sufficient time to complete and upload your tender submission. As with all technology, connectivity issues can arise and so you should avoid submitting your tender response critically close to the closing date and or time. GreenSquareAccord shall have no responsibility in relation to tenders which are not submitted by the closing date and time.

**Should you experience any technical difficulties in using the Intend system, please contact the Supplier Support helpline on 0114 497 0056 or email [Support@in-tend.co.uk](mailto:Support@in-tend.co.uk).**

## **10. Completing the Evaluation Questionnaire**

In accordance with Public Contracts Regulations 2015 the Evaluation Questionnaire is based on and is compliant with the standard Selection Questionnaire (SQ). The Evaluation Questionnaire is divided into the following parts, which must be fully completed and submitted:

<b>Part</b>	<b>Details</b>
1	<b>Potential Supplier Information</b> - Covers the basic information about the potential supplier, such as the contact details, trade memberships, details of parent companies, group bidding and so on.
2	<b>Exclusion Grounds</b> - Covers a self-declaration regarding whether or not any of the exclusion grounds apply to the potential supplier.

3	<b>Selection Questions</b> – asks for evidence and self-declarations regarding whether or not your organisation meets the Minimum Levels of Suitability in respect of their economic and financial standing, technical and professional ability and project specific requirements.
4	<b>Scored Award Criteria</b> - in respect of quality / technical capacity.
5	<b>Scored Award Criteria</b> - in respect of price.
6	<b>Contact details and declaration</b>

The standard SQ includes self-declarations, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

Please note that a submission made in any format other than through the GSA Supplier Portal will be rejected.

### **11. Tenders from groups of potential suppliers or suppliers relying on sub-contractors.**

If you are a potential supplier bidding on behalf of a group, for example a consortium, or you intend to use sub-contractors that the potential supplier relies on to meet the selection criteria, there are different actions required for completion of each Part of the SQ.

A completed declaration of Part 1 and Part 2 of the SQ provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, all the organisations that you will rely on to meet the selection criteria must provide a completed Part 1 and Part 2. For this purpose, a MS Word copy of Part 1 and Part 2 has been included in the SQ as **Appendix 2 Supporting Organisation Questionnaire**.

Supporting organisations could be parent companies, affiliates, associates, or essential sub-contractors, **if** they are relied upon to meet the selection criteria pursuant to Regulation 63 of the PCR 2015. This means that.

- where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete Appendix 2.
- Sub-contractors that you rely on to meet the selection criteria must also complete Appendix 2 (although sub-contractors that are not relied upon do not need to complete the self-declaration).

### **Guidance for consortia completing the Evaluation Questionnaire**

Where a consortium is proposed, the consortium lead should complete all of the questions in the Evaluation Questionnaire on behalf of the consortium and/or any subcontractors. The consortium lead should make it clear who the lead member of the group is, and who will be contractually responsible for delivery of the Contract. Each potential supplier in that group must complete **Appendix 2 Supporting Organisation Questionnaire**.

For Parts 3 to 6 of the Evaluation Questionnaire, the consortium lead should complete all of the questions therein, on behalf of the consortium and/or any sub-contractors. All members of the group are required to provide the information required in Parts 3 to 5 of the Evaluation Questionnaire, as part of a single composite response (unless the question specifically directs otherwise).

GreenSquareAccord may require members of the group to assume a specific legal form if appointed., if considered necessary for the satisfactory performance of the Contract. Where the group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV) or consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. They should also provide the name for the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific contract.

GreenSquareAccord acknowledges that consortium arrangements may be subject to change. It is the responsibility of the lead member of the group to make GreenSquareAccord aware of any changes or updates to this or any other bidding model. GreenSquareAccord will require that a self-declaration of the exclusion grounds (**Appendix 2 Supporting Organisation Questionnaire**) for any new organisation proposed is provided and will carry out a further assessment using the standard minimum suitability questions and any specific minimum suitability criteria and shall reserve the right to deselect a potential supplier or a group prior to any appointment to the Contract, based on an assessment of the updated information.

## **12. General guidance on preparing your tender.**

Please note the following when preparing your response:

- Please ensure that all questions are completed in full and in the format requested. If the question does not apply to you, please clearly enter 'N/A'.
- Responses to the questions should be provided within the on-line Evaluation Questionnaire rather than referring to other documents. **If additional documents are provided where requested, then these should be referenced to the relevant question of the Evaluation Questionnaire. Failure to do this may lead to individual attachments not being attributed to the relevant question.**
- Answers provided by potential suppliers should be specific to the scope of the procurement exercise and not generic company information or documents. Promotional material should not be submitted unless specifically requested and will not be evaluated.
- Answers to each question are self-contained and should not cross-refer to responses to other questions.
- All submissions must be completed in English. Documents should be uploaded in common formats such as Microsoft Word; Excel or Adobe PDF unless another specific file type is requested.

- Word limits apply to some questions, and these are specified within the Evaluation Questionnaire where relevant. These word limits will be automatically applied to the relevant responses by the Intend Supplier Portal. Wording included in attachments are not included in the word count by the system and where requested these will be evaluated. However, otherwise any wording over the limit or the use of appendices added to questions to manipulate the wordcount will not be evaluated.
- Potential suppliers are advised neither to make any assumptions about their past or current supplier relationships with GreenSquareAccord and similarly, prior business relationships they may have had with GreenSquareAccord will not be considered in the evaluation procedure.
- Tender submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the tender submission equivocal and/ or placing it on a different footing from other tender submissions. No unauthorised alteration or additions may be made to any part of the tender (save for the provision of responses to the online questionnaire).
- Tenders must not be qualified, conditional or expressed to be subject to the acceptance by GreenSquareAccord of any matter not provided for in the tender and submitted strictly in accordance with the instructions.

GreenSquareAccord shall be able, at its sole discretion, to withdraw from this procurement process, cancel the process and / or consider alternative procurement options.

The potential supplier is responsible for obtaining all information necessary for the preparation of their tender. GreenSquareAccord (or its advisers) will not be liable for any costs, expenses or losses incurred by a potential supplier (or any third party acting under its instructions) in connection with the preparation and submission of its tender or arising directly or indirectly from this procurement process or termination thereof, including (without limitation) any changes or adjustments made to the procurement process or documentation.

Whilst GreenSquareAccord will use its reasonable endeavours to see that all information given to potential suppliers is both truthful and accurate, GreenSquareAccord in no way warrants the same and potential suppliers must satisfy themselves of the accuracy of any information provided by GreenSquareAccord. GreenSquareAccord accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by potential suppliers of such information.

GreenSquareAccord shall retain the potential supplier's tender submission for as long as it is required to do so to comply with audit requirements.

Potential suppliers are advised to retain a copy of their submission for themselves. GreenSquareAccord reserves the right to make a charge if a potential supplier requests a copy of its submitted tender.

The ITT Declaration requires a signature and must be signed:

- where the potential supplier is an individual, by that individual;
- where the potential supplier is a partnership, by one duly authorised partner;
- where the potential supplier is a company, by one director or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

Under the Electronic Communications Act 2000 a typed name can count as a signature if the person who typed it intended it to be treated as a signature.

The details contained in each potential supplier's response will be specified in any future contract or may form an appendix thereof. Potential suppliers should therefore ensure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding Contract.

### **13. Confidentiality**

The contents of the tender documents and all information supplied by GreenSquareAccord, shall be treated at all times as private and confidential by potential suppliers (whether they submit a response or not). Potential suppliers shall not at any time, make use of the tender documents or any information supplied by GreenSquareAccord for its own purpose or disclose such information to any person other than for the preparation of a response to the ITT, nor shall potential suppliers publicise GreenSquareAccord's name or that they are taking part in the procurement process without prior written consent of GreenSquareAccord.

If a potential supplier fails to observe its undertakings set out in the paragraphs above, or in any other way does not treat the tender documents as confidential, GreenSquareAccord, may without limitation to any other remedies it may have, reject the potential supplier's tender submission, and not consider it any further in the procurement process.

GreenSquareAccord confirms that it shall treat all information provided to it by each potential supplier as confidential and that such information will not be disclosed by GreenSquareAccord to any third parties, other than its advisors, consultants and other public sector organisations or bodies or as required by law.

### **14. Conflicts of Interest**

Each potential supplier should notify GreenSquareAccord immediately in the event of any conflict of interest arising in respect of its tender submission. In such circumstances GreenSquareAccord may require further information from the potential supplier and reserves the right to disqualify any such potential supplier from further involvement in the procurement process in the event of a conflict of interest arising.

## **15. Freedom of Information Act 2000 & Environmental Information Regulations**

GreenSquareAccord may have a duty to comply with The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“the Environmental Regulations”).

Accordingly, all tender information submitted to GreenSquareAccord may need to be disclosed in response to a request under these Acts.

GreenSquareAccord cannot accept blanket confidentiality clauses. If, at any stage of the procurement process, you provide any information to GreenSquareAccord in the expectation that it will be held in confidence, then you must indicate clearly what material is to be considered confidential and why a duty of confidence applies. Any future disclosure of that information by GreenSquareAccord will be made in accordance with the FOIA.

## **16. Intellectual Property**

All intellectual property rights in the tender and all materials provided by GreenSquareAccord or its professional advisers in connection with the tender are, and shall remain, the property of GreenSquareAccord or its professional advisers (as the case may be).

Potential suppliers shall not infringe any intellectual property rights in the preparation of its submission and shall indemnify GreenSquareAccord and keep GreenSquareAccord indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in connection with any breach.

## **17. Debriefing**

Potential suppliers shall be informed by electronic means of the outcome of the evaluation process by the sending of a tender evaluation outcome notification through the messaging of the GSA Supplier Portal. Potential suppliers will also be provided with feedback in accordance with the Public Contracts Regulations 2015.

## **18. TUPE**

GreenSquareAccord does not envisage that TUPE will apply.

## **19. Governing Law**

Potential suppliers should note that the Contract(s), its formation, interpretation, and performance, shall be subject to and interpreted in accordance with the laws of England and or Wales.



## **20. Points to Note**

The Minimum Levels of Suitability and the selection criteria that will be applied to each question in the Evaluation Questionnaire are set out in Part B of this document.

This procurement process will be carried out by GreenSquareAccord in accordance with the principles of the open procedure as set out in Regulation 27 of the Public Contract Regulations 2015. GreenSquareAccord is allowing potential suppliers to self-certify answers to some questions in the questionnaire. GreenSquareAccord may ask for further information at any point during the procurement process and potential suppliers will be required to provide the evidence within the timescale stipulated by GreenSquareAccord in the request.

### **Exclusion grounds**

GreenSquareAccord reserves the right to exclude any tender during the procurement process in accordance with Regulations 57 and 59 and/or in any of the following situations:

Where GreenSquareAccord has established that the potential supplier has conflicting interests which may negatively affect the performance of the contract;

- Where the potential supplier has undertaken to unduly influence the decision-making process of GreenSquareAccord, or obtained confidential information that may confer upon the potential supplier undue advantages in the procurement procedure;
- Where the potential supplier has negligently or purposefully misled GreenSquareAccord, with inaccurate or misleading information and responses required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, or has withheld such information may have a material influence on decisions concerning exclusion or selection;
- Where the potential supplier no longer qualifies as a result of a change of circumstances following its submission;
- Where the potential supplier fails to provide evidence / information upon request to support or substantiate its submission or it contains significant omissions;
- Where the potential supplier has directly or indirectly canvassed any member of staff of GreenSquareAccord concerning the acceptance of the tender or has directly or indirectly obtained or attempted to obtain information from any such member of staff concerning this and / or any other SQ's or tenders submitted by any other potential supplier;
- Where the potential supplier offers or agrees to pay or give, or does pay or give, any sum of money directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other potential supplier or any other proposed SQ's or tenders or other documents any act or omission;
- Where the potential supplier has entered into an agreement or arrangement with any other person that such other person shall refrain from submitting a tender;
- Where the potential supplier fails to complete the tender in full;

- Where the potential supplier fails to use the English language.

Exclusion grounds may apply at any point in the procurement process up to the point of award.

Such exclusion shall be without prejudice to any other civil remedies available to GreenSquareAccord in respect thereof or to any criminal liability that such conduct by a potential supplier may attract.

### **Consequences of misrepresentation**

If you materially misrepresent any factual information in filling in a tender and so induce us to enter into a contract, there may be significant consequences. You may be excluded from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## Part B: Minimum Prequalification Standards and Award Criteria

### 1. OVERVIEW

All completed tender submissions will be evaluated by GreenSquareAccord consistently and objectively in accordance with the criteria set out below. GreenSquareAccord follows the European Union principles of transparency, equal treatment, non-discrimination and proportionality when selecting suppliers.

GreenSquareAccord shall award the Contract on the basis of the most economically advantageous tender from the point of view of GreenSquareAccord. This shall be identified on the basis of the best price-quality ratio linked to the subject matter of the Contract, which shall be assessed on the basis of the award criteria as set out in this ITT.

All tenders will be scored (expressed in percentages) according to the following criteria:

Criteria	Weighting
Quality and Technical Merit	70%
Price	30%
Total	100%

The evaluation process consists of the following steps:

1. Identify which potential suppliers expressing an interest have not breached the exclusion grounds and meet GreenSquareAccord's Minimum Levels of Suitability. Questions in Parts 1 to 4 of the Evaluation Questionnaire enable GreenSquareAccord to do this. Only the potential suppliers who meet the Minimum Levels of Suitability will be eligible to be considered for the award of the contracts. GreenSquareAccord may decide to evaluate the tenders before verifying that the tenders meet the Minimum Levels of Suitability.
2. Identify the potential supplier(s) to be awarded the Contract from amongst those who have not breached the exclusion grounds and who have met the minimum suitability criteria requirements:
  - The quality and technical merit of each tender will be assessed in accordance with the responses to questions in Part 4 of the Evaluation Questionnaire.
  - The pricing for each tender will be assessed in accordance with the response to Part 5 of the Evaluation Questionnaire. After excluding any abnormally low tenders, a percentage score will be allocated to that tender using the average tender price

- The total price and quality scores for each tender will then be added together and GreenSquareAccord will proceed with awarding the Contract for each Lot to the highest scoring tender who meets the minimum suitability requirements.

## **2. MINIMUM LEVELS OF SUITABILITY**

The questions in Parts 1 to 4 of the Evaluation Questionnaire enable GreenSquareAccord to identify which potential suppliers meet GreenSquareAccord's Minimum Levels of Suitability.

Each question in this section requires a response which is either:

- for information only (in which case it is not scored);
- a prequalification question (in which case it is pass/fail).

Although "information only" questions are not scored, legally they are representations made by the potential supplier in the tender process. A potential supplier can be excluded from the tender process at any stage if any of those representations are found to be untrue.

The evaluation panel will assess whether or not a potential supplier has met GreenSquareAccord's minimum standards. GreenSquareAccord may take professional advice on this. GreenSquareAccord's decisions whether or not a potential supplier has met its minimum prequalification standards and as to the scores allocated for the purposes of the award process are to be final. GreenSquareAccord will give feedback on this to potential suppliers in accordance with the Public Contracts Regulations 2015.

The Minimum Levels of Suitability GreenSquareAccord requires of potential suppliers for them to be eligible to be awarded the contract are:

### **Section 2 Grounds for mandatory exclusion**

- In relation to question 2.1(a) of Section 2 of the SQ, you will be excluded from this procurement if you, any member of your administrative, management or supervisory body or any person having powers of representation, decision or control in your organisation, a Group company on whose resources you rely or a member of your consortium or any key subcontractor ("an Associated Organisation" pursuant to Regulation 57(2)), has been convicted of any of the offences listed in the question or on the webpage unless the Organisation has provided evidence of self-cleaning that we consider to be sufficient under Regulation 57(13) to (17) PCR 2015 (see paragraph on "self-cleaning").
- For guidance, entities and persons who have powers of representation, decision or control in the supplier could be:
  - entities or persons with a 25% or more shareholding;
  - entities or persons with less than 25% shareholding who have the relevant powers depending on their particular rights;
  - a potential supplier's ultimate parent company;

- intermediate parent companies of the potential supplier that do not have a direct shareholding;
- directors or members of an executive board of their immediate parent company (for example, in the case of a Special Purpose Vehicle set up specifically to bid for a particular contract);
- holders of mortgages or liens.

### **Section 3 Grounds for mandatory and discretionary exclusion relating to payment of taxes and social security contributions**

- If you have answered “No” to question SQ 3.1(a) on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If you are in that position, please provide details. You may contact GreenSquareAccord for advice before completing this form.

### **Section 4 Grounds for discretionary exclusion**

- We may exclude you if you or any Associated Organisation answers ‘Yes’ to any of questions set out in SQ 4.1 paragraphs (a) and (j) (in Section 4 of the SQ) unless either:
  - we consider (in our absolute discretion) that exclusion is not proportionate in the light of the situation justifying the potential exclusion; or
  - you (or Associated Organisation) have provided evidence of self-cleaning which we consider to be sufficient under Regulation 57 (13) to (17) PCR 2015 (see paragraph on “self-cleaning”).
- In accordance with question SQ 4.1(g) in Section 4 of the SQ, we may exclude you where there is a conflict of interest which cannot effectively be remedied. The concept of a conflict of interest includes any situation where relevant staff members (including staff members of an Associated Organisation) 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 Organisation to inform GreenSquareAccord, detailing the conflict and the steps they would be prepared to take (e.g. information barriers, exclusions of relevant personnel from the bid team, use of a different Associated Organisation etc) in the light of the answer to question 4.3 of the SQ. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by GreenSquareAccord should not represent a conflict of interest for the potential supplier
- In accordance with question SQ 4.1(i) (Past Performance), GreenSquareAccord may assess the past performance of a potential supplier (through a Certificate of Performance provided by a Customer or other means of evidence). GreenSquareAccord may take into account any failure to discharge obligations under the previous principal relevant contracts

of the potential supplier completing this SQ. GreenSquareAccord may also assess whether specified minimum standards for reliability for such contracts are met.

- In addition, GreenSquareAccord may re-assess potential suppliers, including their reliability based on past performance, at key stages in the procurement process (i.e. potential supplier selection, tender evaluation, contract award stage etc.). Potential suppliers may also be asked to update the evidence they provide to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).
- Where the potential supplier fails to provide evidence / information upon request to support or substantiate its submission or it contains significant omissions. GreenSquareAccord may ask any potential supplier at any time during the procurement to submit all or part of the evidence if it is necessary to ensure the proper conduct of the procedure. Potential suppliers will be required to provide the evidence within the timescale stipulated by GreenSquareAccord in the request. As a minimum GreenSquareAccord will check the evidence of the top-ranking potential supplier before award of the contract.

#### **‘SELF-CLEANING’**

Any potential supplier that answers ‘Yes’ to questions in section 2 and in section 4 of the SQ should provide sufficient evidence, 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 potential supplier has to demonstrate it has taken such remedial action, to the satisfaction of GreenSquareAccord in each case.

If such evidence is considered by GreenSquareAccord (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 potential 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 potential supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by GreenSquareAccord to be insufficient, the potential supplier shall be given a statement of the reasons for that decision.

#### **Section 4 Modern Slavery Act**

- Self-certification that your Organisation is compliant with the requirements of the Modern Slavery Act 2015, if applicable, or confirmation the Organisation is not required to comply (Questions SQ 4.2)
- Since 1 October 2015, commercial organisations that carry on a business or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more ("relevant commercial organisations") have been required under Section 54 of the Act to prepare a slavery and human trafficking statement as defined by section 54 of the Act.
- If the potential supplier meets the definition of "relevant commercial organisation", a response of yes to question 4.2 must be provided confirming compliance with the annual reporting requirements contained within Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 and the relevant URL providing a satisfactory statement. Failure to do this will result in the potential supplier's tender submission being marked as a fail.

#### **Section 5 Economic and Financial Standing**

- That nothing is disclosed by any of the financial information required to be supplied by the organisation or discovered from GreenSquareAccord's other checks about the organisation that gives rise to concerns that the organisation may not complete the contract because of financial difficulties, including bank and credit references.
- Minimum Liquidity over last 2 accounting periods - Acid Test Ratio required to pass is 0.8 (calculated as follows: Current Assets / Current Liabilities);
- Minimum Net Profit Margin as percentage of audited turnover over last 2 accounting periods, calculated as follows:  $(\text{Profit after Tax} / \text{Turnover}) \times 100$ , shall be greater than 0% in order to pass.
- Where applicable, provision of a guarantee from any wider group company whose resources are used in order for you to meet the minimum financial selection standards or an equivalent guarantee is available from a bank (Question SQ 5.2 or SQ 5.3)

GreenSquareAccord will take the self-certification response provided in relation to the economic and financial criteria element for pass / fail evaluation purposes in the first instance. The assessments to verify this response in relation to minimum average turnover, minimum liquidity and minimum profit after tax, by reference to the evidence provided, shall be undertaken prior to determining notification of award.

GreenSquareAccord may consider qualifying potential suppliers where the financial risk indicated from an inadequate turnover, liquidity score or net profit margin can be reassessed by taking into account other ratios and/or information in the financial statements, or from further information provided by the potential supplier. An example might include where the net profit margin is adversely affected in an isolated year and this would be considered in conjunction with the balance sheet resources available to cover this loss.

Where a potential supplier proposes to rely on the resources of a parent company, GreenSquareAccord reserves the right to require a bond or guarantee from that parent or a bank. In order to “pass” this section, the parent must pass all of the tests detailed above and that parent must be willing to provide a guarantee, or one must be obtained from a bank if requested by GreenSquareAccord.

## **Section 6 Technical and Professional Ability**

- Evidence of delivering 3 similar contracts undertaken by the organisation for at least 3 other organisations with similar requirements to those of GreenSquareAccord over the previous 3 years (Question SQ 6.1), or that you can give an explanation which provides equivalent reassurance to us that although no examples are available, you have capacity and capability to deliver such contracts (Question SQ 6.2).
- GreenSquareAccord requires that nothing is disclosed from the reference contracts that give rise to concerns that the organisation will not deliver the services to the standards the Employer will require throughout the Contract (Question SQ 6.1).
- The named contacts provided should be able to provide written evidence to confirm the accuracy of the information provided. When providing their response to this question, potential suppliers should ensure that they provide details of contracts which are similar to the scope of GreenSquareAccord’s requirements demonstrating their breadth of experience.
- Failure to demonstrate satisfactory evidence of the above will result in a fail.
- Evidence that you have previously maintained healthy supply chains with your sub-contractors (if applicable) (Question SQ 6.3). The potential supplier must provide a relevant example where one or more of the essential sub-contractors have delivered similar requirements (separate examples are not required from each sub-contractor). The example and the details provided should evidence details of their supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) to achieve a pass.

## **Section 7 Additional Questions (SQ)**

### **Insurance**

- Minimum levels of insurance required of potential suppliers are as follows:  
GreenSquareAccord shall maintain existing buildings insurance policy under its name only, which shall maintain cover of the buildings’ structure. The supplier shall take out an All-Risks policy in joint Names to cover the Works.
- Employer’s liability insurance with a limit of indemnity of at least £10 (ten) million pounds in relation to any one occurrence or series of occurrences arising out of any one event, the total number of events being unlimited.
- Public liability insurance with a limit of indemnity of at least £10 (ten) million pounds in relation to any one occurrence or series of occurrences arising out of any one event, the



total number of events being unlimited, with no policy exceptions which would render the policy non-compliant for the scope of the Contract.

- Professional indemnity insurance with a limit of indemnity of at least £5 (five) million pounds in relation to each claim.

or evidence that the potential supplier can secure such insurances (Question SQ 7.1).

- GreenSquareAccord will take the self-certification response provided in relation to the insurance and liability criteria element for pass / fail evaluation purposes in the first instance. Upon request from GreenSquareAccord, the potential supplier shall provide the evidence to substantiate this self-certification. Failure to provide upon request evidence that satisfactorily demonstrates the self-certification response will result in a fail.

### **Payment terms**

- Self-certification that the potential supplier will include (as a minimum) 30 day payment terms in all its supply chain contracts and require that such terms are passed down through its supply chain (Question SQ 7.5).

### **Data Protection**

- Self-certification that the potential supplier will have in place the human and technical resources to perform the contract to ensure compliance with the UK GDPR and to ensure the protection of the rights of data subjects (Question SQ 7.2)
- Self-certification that the potential supplier can implement a company policy in relation to Data Protection to comply with the requirements of the Data Protection legislation and the specific data processing requirements included within the Contract.

### **Health and Safety legislation**

- Health and Safety Accreditations  
If you answer “Yes” to the question Health and Safety Accreditations, and your organisation holds Health and Safety accreditation by a SSIP (Safety Systems in Procurement Forum) assessment provider, or, UKAS accredited Certification to OHSAS 18001 or equivalent assessment provider, then you can claim exemptions in respect of the other health and safety selection questions and there is no requirement for you to complete them, other than entering “N/A”:
- Evidence of suitable arrangements to manage health and safety effectively and control significant risks relevant to the Contract (Question SQ 7.3)
- Self-certification that no prosecutions of, or notices served on, the potential supplier in the last 3 years for breaches of health and safety laws or that, where there have been, adequate steps have been taken to prevent a recurrence.
- Self-certification that you have procedures in place to check whether sub-contractors have any prosecutions of, or notices served on them for breaches of health and safety laws.
- Self-certification that you will provide access to records of accident rates for all RIDDOR reportable events for the last 3 years and demonstrate with evidence that the organisation has in place a process for reviewing significant incidents and recording actions taken to prevent a repeat occurrence.

- Self-certification that the potential supplier can demonstrate that it can and will comply with health and safety legislation as detailed in the remaining health and safety questions.

### **Equality legislation**

- Evidence that it is the potential supplier’s policy to comply with equality and diversity legislation and either that there have been no findings of unlawful discrimination against the potential supplier under equality and diversity legislation or that, where there have been, adequate steps have been taken to prevent a recurrence.

### **Environmental legislation**

- Self-certification that the potential supplier complies with environmental legislation and that there have been no prosecutions of, or notices served on, the potential supplier for breaches of environmental laws or that, where there have been, adequate steps have been taken to prevent a recurrence.

### **Probity**

- That none of your potential supplier’s Board members, directors, partners, or senior managers is a current or former (during the last 12 months) board member or employee of GreenSquareAccord.
- That your organisation is not affiliated or associated with another organisation tendering for this work.

### **Mandatory GreenSquareAccord policies**

- GreenSquareAccord requires that the potential supplier adopts an approach that complies with the following GreenSquareAccord Policies and Standards.

<b>Document name</b>
<i>Anti-Slavery &amp; Human Trafficking Declaration</i>
<i>ITT Declaration</i>

### **Contract Terms and Conditions**

Self-certification that of your acceptance of the Contract terms and conditions which the successful supplier will be required to sign in the event of being awarded a Contract .

GreenSquareAccord reserves the right to disqualify any potential supplier if it finds out at any time during the procurement that the organisation either did not meet or no longer meets the Minimum Levels of Suitability set out above

### 3. AWARD CRITERIA

The assessment of quality and technical merit of the tenders will be based on the evaluation of responses to questions in Part 4 of the Evaluation Questionnaire, and on the interviews and site visits. The relevant content of the successful supplier's quality and technical merit submission will form part of the contract.

For scored questions a common marking system will be adopted for scoring the responses to these questions. The table below sets out the scoring system and identify which responses will score high marks.

Score	Assessment	Interpretation
0	Unacceptable	<p>Either no answer is given, or the answer does not comply and/or provides no or insufficient evidence that the potential supplier proposal in their tender meets any of GreenSquareAccord's requirements.</p> <p>The response does not demonstrate that the potential supplier has the ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.</p> <p>Scoring 0 for any question may result in your tender being deemed non-compliant and may be rejected.</p>
1	Serious reservations	<p>The answer provides some (but limited) evidence that the potential supplier proposal in their tender meets a small proportion of GreenSquareAccord's requirements but only in a minimal way.</p> <p>GreenSquareAccord has serious reservations that the potential supplier has the ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.</p> <p>Scoring 1 for any question may result in your tender being deemed non-compliant and may be rejected.</p>
2	Very poor	<p>The answer provides some (but limited) evidence that the potential supplier proposal in their tender meets some of GreenSquareAccord's requirements but only in a minimal way.</p> <p>GreenSquareAccord has some major reservations of the potential supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.</p> <p>Scoring 2 for any question may result in your tender being deemed non-compliant and may be rejected.</p>
3	Poor	<p>The answer provides some evidence that the potential supplier proposal in their tender meets some of GreenSquareAccord's requirements but only into a minimal standard.</p>

<b>Score</b>	<b>Assessment</b>	<b>Interpretation</b>
		GreenSquareAccord has reservations of the potential supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.
4	Reservations	<p>The answer provides some evidence that the potential supplier proposal in their tender meets some of GreenSquareAccord's requirements to a reasonable standard.</p> <p>GreenSquareAccord has reservations of the potential supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.</p>
5	Minor reservations	<p>The answer provides evidence that the potential supplier proposal in their tender meets a majority of GreenSquareAccord's requirements to an acceptable standard.</p> <p>GreenSquareAccord has minor reservations of the potential supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.</p>
6	Satisfactory	The answer provides satisfactory evidence with some examples that the potential supplier proposal in their tender meets GreenSquareAccord's requirements to a satisfactory standard.
7	Reasonably good	The answer provides good evidence with some examples that the potential supplier proposal in their tender meets GreenSquareAccord's requirements to a reasonably good standard.
8	Good	The answer provides good evidence with some examples that the potential supplier proposal in their tender re fully meets all GreenSquareAccord's requirements to a good standard and offers minor additional benefits.
9	Very good	The answer provides excellent evidence that the potential supplier proposal in their tender fully meets all GreenSquareAccord's requirements to a very good standard and offers some additional benefits.
10	Excellent	The answer provides comprehensive, detailed and specific evidence, with good examples that demonstrate the potential supplier proposal in their tender fully meets all GreenSquareAccord's requirements to an excellent standard and offers some major additional benefits.

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

Where questions have a number of elements (a, b, c etc) those elements will not be marked separately. Instead the answers to all these elements will be considered together and a mark allocated for the question as a whole. Questions should be answered accurately and as

succinctly as possible, whilst covering all the specified topics. Some questions contain a word limit which will be applied automatically by the GSA Supplier Portal.

Where a potential supplier scores either a 0, 1 or a 2 for any individual question detailed above, that potential supplier may be excluded from further consideration in the procurement process.

The responses to the questions in the completed Evaluation Questionnaire will be scored by a panel established by GreenSquareAccord. This may involve members of staff, professional advisers and/or residents. Each member of the Evaluation Panel will allocate a provisional score out of 10 to the responses from each potential supplier to the part of the Evaluation Questionnaire they are marking. The provisional scores for each question from each member of the Evaluation Panel will be moderated to agree a single score to the nearest half-mark (and set of reasons for that score) with all members of the Evaluation Panel.

The moderated scores out of 10 for each question will be divided by 10 and then multiplied by the percentage weighting allocated to that question, so that they are expressed as a percentage of the 100% available.

Example: If the Evaluation Panel agrees a score for a question of 8 out of 10, and the weighting for that question is 5%, then the weighted =  $(8 \div 10) \times 5\% = 4\%$  out of 100%.

### **Clarification and verification of responses**

As part of the evaluation process to clarify and verify responses to the tender submission. GreenSquareAccord reserves the right without limitation to

- Seek references.
- Undertake site visits and/or interviews (which may include a presentation)

Prior to site visits/ interviews taking place, GreenSquareAccord may eliminate tenderers whose total score after evaluation of the Evaluation Questionnaire falls below a certain threshold.

The threshold will be based on:

- the highest total score achieved by a tenderer at that point less a gap of 33% of the highest quality score obtained by any of the tenderers.
- a minimum quality score of 50% of the maximum score for quality

GreenSquareAccord reserves the right to adjust this threshold reasonably to take into account the number and quality of the tender returns.

If, in validating the responses given in the tender submission, it is clearly apparent that the potential supplier cannot / does not meet the specification and / or other contract requirements, GreenSquareAccord reserves the right to reject the relevant potential suppliers' tender submission and not consider it any further in the procurement process.

In the event of potential suppliers being required to attend, deliver or undertake any of the above for the purpose of clarifying / verifying any or all of their tender submission, the potential suppliers should ensure that the relevant staff / personnel are available to attend, including:

- The person submitting the tender response on behalf of the potential suppliers' organisation

- Director responsible for the delivery of the contract;
- The person who will manage the overall contract on behalf of the potential supplier
- Other key personnel proposed for the contract if successful.

The table below sets out:

- the quality and technical merit criteria GreenSquareAccord will use to award the contract (which will be evaluated from the potential supplier's responses to the Evaluation Questionnaire, site visits and interview);
- the section and questions in the Evaluation Questionnaire to which those criteria relate;
- the weightings applied to the each of those criteria, and,
- GreenSquareAccord's requirements in terms of what will score high marks in relation to those criteria.

The percentage weightings allotted to individual questions within each section are shown against each question and within the electronic Evaluation Questionnaire.

<b>Area of quality and technical merit</b>	<b>Question</b>	<b>Weighting</b>	<b>GreenSquareAccord requirements / sub-criteria</b>
Method Statement and delivery programme	<p>Please provide your detailed proposal for the contract to clarify your understanding of our requirements. Please include:</p> <p>(a) A method statement for carrying out the services described in the specification. You should include details of your approach to mobilisation and delivery phases.</p> <p>(b) A delivery programme for the term of the contract that demonstrates how the services will be delivered in the most efficient manner and completed in the most cost-effective way. If the tenderer wishes to provide a programme in the form of a Gantt chart or excel document, then this may be uploaded as an attachment.</p> <p><b>(Maximum word count: 2000 words)</b></p>	35%	<p>GreenSquareAccord is looking for a detailed proposal from bidders which clearly demonstrates a comprehensive understanding of the requirements and your technical ability to deliver.</p> <p>Evidence that demonstrates organisations possess appropriate accreditations, sufficient resource capacity with relevant experience and qualifications.</p> <p>Expertise to deliver the Contract.</p> <p>The proposal should demonstrate a structured organisation, with sufficient resource in the right place and procedures to ensure a high quality of work.</p>

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
Management and Resources	<p>(a) Please provide a full resource proposal to deliver the contract, including biographies, and the expected allocation of time between team members. You should demonstrate that the capacity of your resource proposal is sufficient to deliver the programme.</p> <p>(b) Please detail with examples of successful experience, how you propose to manage the delivery of the services.</p> <p>You should include details of any quality assurance accreditations and procedures that your organisation implements in order to manage the quality of the services.</p> <p>CVs of proposed staff working on this contract are encouraged to be uploaded as part of your response to this question, but will not form part of the scored criteria</p> <p><b>(Maximum word count: 1500 words)</b></p>	10%	<p>GreenSquareAccord is looking for a supplier who can provide the appropriately qualified and trained management and resources with expertise to deliver the contract.</p> <p>GreenSquareAccord is looking for a contractor who can demonstrate a tried and tested and robust approach to the management of the contract.</p> <p>The proposal should demonstrate a structured organisation and procedures to ensure a high quality of work.</p>
Interview	<p>As part of the assessment process, bidders may be invited to present to a panel on their submission. In addition to the information provided as part of the submission, the interview will also include a short (20 minutes) presentation on the following:</p> <ul style="list-style-type: none"> <li>• What are the key aspects of delivering a successful audit process and how would you ensure this is achieved for GSA</li> <li>• What would your approach be in the first year of appointment</li> </ul>	20%	

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
	<p>to developing the first audit plan for GSA?</p> <p>The presentation will be followed by questions from the panel, with the overall interview time expected to be 45-60 minutes. Interviews are expected to take place in the w/c 10<sup>th</sup> June 2024 and w/c 17<sup>th</sup> June 2024, and details will be provided to successful bidders following submission.</p>		
Social Value proposal	<p>Please describe what additional social value your organisation is willing to provide as part of this contract, in terms of community investment proposal(s). Please state the equivalent value of your proposal(s).</p> <p><b>(Maximum word count: 1500 words)</b></p>	5%	GreenSquareAccord is looking for the contractor to provide a proposal linked to the subject matter of the contract that will benefit the community and maximise the equivalent financial value of the community investment as a proportion of the value of the works.
Total Quality and Technical Merit		70%	

#### 4. PRICE EVALUATION CRITERIA

Price will be assessed based upon the **total** tender price based upon the priced schedules in the Pricing Model.

##### Abnormally low tenders

If a tender is considered potentially to be abnormally low, GreenSquareAccord will request an explanation of this, via the GSA Supplier Portal, in accordance with Regulation 69 of the Regulations. GreenSquareAccord will take into consideration the explanation given for any abnormally low tender, including any explanation of the economics of the methods of working proposed by the potential supplier, the technical solution offered, any favourable conditions available to the potential supplier for the delivery of the requirements and the originality of the



works offered by the potential supplier. Following such assessment, and verification of the tender or part of the tender considered to be abnormally low, GreenSquareAccord may reject the abnormally low tender in accordance with Regulation 69. GreenSquareAccord will give the potential supplier a chance to request a debriefing to GreenSquareAccord’s decision to reject a tender as abnormally low after receiving the requested explanations. A tender that has been excluded as abnormally low will not be considered further in the tender evaluation process and will be excluded from the “averages” of the tendered prices (set out below).

### Price Scoring for Tenders

The score for price for each tender will be based on the percentage variance of the total tender price from the average tender price of all tenders submitted using the table below. A table showing some examples of the scoring is shown below.

The average price will be calculated using all tender prices other than any Tender Prices that have been excluded as “abnormally low”.

<b>Percentage variance versus average total tender price</b>	<b>Price score (%)</b>	<b>Price score (%)</b>
More than 40% below the average total tender price	40.0%	30.0%
36% below the average total tender price	38.0%	28.5%
32% below the average total tender price	36.0%	27.0%
28% below the average total tender price	34.0%	25.5%
24% below the average total tender price	32.0%	24.0%
20% below the average total tender price	30.0%	22.5%
16% below the average total tender price	28.0%	21.0%
12% below the average total tender price	26.0%	19.5%
8% below the average total tender price	24.0%	18.0%
4% below the average total tender price	22.0%	16.5%
0% variance from the average total tender price	20.0%	15.0%
4% above the average total tender price	18.0%	13.5%
8% above the average total tender price	16.0%	12.0%

<b>Percentage variance versus average total tender price</b>	<b>Price score (%)</b>	<b>Price score (%)</b>
12% above the average total tender price	14.0%	10.5%
16% above the average total tender price	12.0%	9.0%
20% above the average total tender price	10.0%	7.5%
24% above the average total tender price	8.0%	6.0%
28% above the average total tender price	6.0%	4.5%
32% above the average total tender price	4.0%	3.0%
36% above the average total tender price	2.0%	1.5%
40% above the average total tender price	0.0%	0.0%

## **5. FINAL DUE DILIGENCE**

Before the award of the contract to the potential supplier submitting the most economically advantageous tender, GreenSquareAccord may undertake further final due diligence in respect of that potential supplier.

The purpose of this final due diligence is to determine that the potential supplier still meets GreenSquareAccord's minimum suitability requirements. Any potential supplier that fails to do so may be eliminated from the tender process. The potential supplier will be expected to provide such assistance as GreenSquareAccord may reasonably require in undertaking any such due diligence.