



**March 2020**

**The London Borough of Hillingdon**

**Invitation to Tender (sub-OJEU threshold)**

**Architectural and Consultancy Services for  
RAGC Cafe, Kitchen and Shop**

**At**

**Rural Activity Garden Centre  
West Drayton Road  
Uxbridge  
UB8 2JE**

**Tender due in no later than 12:00:00 hours on Tuesday 12<sup>th</sup>  
May 2020**

**Section 1: Invitation to Tender**

## 1. Introduction

The London Borough of Hillingdon (**Hillingdon**) is running a tender competition for an agreement (the **Contract**) RAGC Cafe, Kitchen and Shop: Architectural and Consultancy Services (the **Works**) Architectural Design from and including RIBA Stage 4 to completion, Employers Agent, Principle Designer, Quantity Surveying and Cost Management, Structural, Mechanical, Electrical and Ventilation including managing the release of all planning conditions, including the management of new utility and service provision. Landscaping design working in collaboration with the Gold Award winning RAGC team. Building Control approval through LBH. Exclusion civil engineering design of the roads and car parks, and the adjacent barn. Planning consent because this has already been given. (the **Project**). This Contract has been advertised via a notice placed on Contracts Finder published on 28<sup>th</sup> April 2020 (the **Contract Notice**).

- 1.1. This tender procedure is being advertised in accordance with the rules relating to sub-threshold contracts as set out the EU Directive 2014/24 on public procurement as implemented in England, Wales and Northern Ireland by the Public Contracts Regulations 2015 (SI 2015/102) (the **Regulations**).
- 1.2. Your organisation and the other interested parties (together, the **Tenderers**) are invited to submit a tender for the Contract (**Tender**) by completing and returning to Hillingdon the documents set out in paragraph 2.2 below. Hillingdon does not warrant the fitness of any Tenderer to carry out the Services.

## 2. Invitation Document

- 2.1. This Invitation Document comprises the following documents:

- (a) This Invitation Document (Section **1**);
- (b) Information Memorandum (Section **2**);
- (c) Instructions to Tenderers (Section **3**);
- (d) Suitability Assessment Questionnaire and Appendices (Section **4**);
- (e) Tender Questions and Appendices (Section **5**);
- (f) Contract Documents (Section **6**); and
- (g) Price Schedule (Section **7**).

- 2.2. You should read all the documents forming this Invitation Document carefully, and ensure that you complete and submit **all** the following documents:

- i. Completed Suitability Assessment Questionnaire (Section 4 of this Invitation Document);
- ii. Completed and signed Declaration (in Section 4);
- iii. Completed Tender Questions (Section 5 of this Invitation Document);

- iv. Completed and signed Form of Tender (Appendix 1 of Section 5);
- v. Completed and signed Confidentiality Undertaking (Appendix 2 of Section 5);
- vi. Completed and signed Non-Collusion Certificate (Appendix 3 of Section 5); and
- vii. Completed Price Schedule (Section 7)

(together, the **Tender Documents**).

2.3. Tenderers must submit all Tender Documents electronically via the Portal Tender no later than **12:00:00 hours on Tuesday 12<sup>th</sup> May 2020** (the **Tender Deadline**).

### 3. **The capitalEsourcing Portal**

3.1. All the documents comprising this Invitation Document will be made available via the capitalEsourcing Portal: [www.capitalesourcing.com](http://www.capitalesourcing.com) (the **Portal**).

3.2. The Portal is freely accessible and is not subject to any paid membership or other charges. Use of the Portal does not require the purchase of high specification IT equipment or connections, or advanced personal IT skills/capabilities.

3.3. It is your organisation's responsibility to ensure that you are familiar with the Portal. You are advised to complete and load the required Tender Documents onto the Portal well in advance of the Tender Deadline.

3.4. You are instructed not to include in your organisation's response anything other than the requested Tender Documents listed in paragraph 2.2 above. Any marketing material or additional material will be discarded and will not be read.

3.5. Once the completed Tender Documents have been submitted, a pop-up box will appear notifying you that the documents have been received.

3.6. **You are not permitted to return by email or post any part of the any Tender Documents. Any attempt to email any part of any Tender Document may result in your Tender being disqualified.**

3.7. Hillingdon will not accept any Tender Documents or any part of any Tender Documents submitted after the Tender Deadline.

3.8. Hillingdon is not responsible for inaccurate or incomplete contact information loaded onto the Portal by you or any other Tenderer.

3.9. For any technical advice or assistance relating to the e-tendering system if for any reason the Portal is not available, please contact the capitalEsourcing helpdesk between 8.00am and 6.00pm Monday to Friday on 0800 368 4850 (or +442033496601 if outside the UK) or email [help@capitalesourcing.com](mailto:help@capitalesourcing.com). This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this tender exercise should be submitted directly to Hillingdon via the Portal.

#### 4. **Communications via the Portal**

- 4.1. Hillingdon may use the Portal to communicate important information to Tenderers about this tender process. It is your responsibility to ensure that the contact information you have entered for your organisation on the Portal is accurate and kept up to date.
- 4.2. Hillingdon is under no obligation to respond/follow up on "out of office" responses received from a Tenderer, so you should make appropriate arrangements to deal with any staff absences.

#### 5. **Form of Contract**

- 5.1. Hillingdon will enter into a contract with the successful Tenderer(s) which shall be based **on the Joint Council Tribunal [JCT] Intermediate Building Contract with Contractor's Design (2016 edition)**. (the **Contract**).
- 5.2. Tenderers should acquaint themselves with the terms of the Contract and be prepared to work under the Contract as required.
- 5.3. The Contract will be for a term dependant on agreed programme (the **Term**).

#### 6. **Submitting the Tender Documents**

- 6.1. You should answer all questions as accurately and concisely as possible. Where a question is not relevant to your organisation, this should be indicated with an explanation.
- 6.2. Your responses should be submitted in Arial font size 11. Supporting information should be presented in the same order as, and should be referenced to, the relevant question.
- 6.3. Questions should be answered in English and all supporting documentation should be in English.
- 6.4. All Tenders submitted must remain valid and open for acceptance by Hillingdon for a period of six (6) months.
- 6.5. Hillingdon may ask for further information at any point up to the entry into the Contract with your organisation to satisfy itself that your Tender continues to be suitable. Failure to provide any such information either as part of this Invitation Document or at contract award stage may lead to your organisation being disqualified from further consideration.
- 6.6. Hillingdon reserves the right to disqualify your organisation's Tender at any time if it becomes aware that your organisation did not qualify at the time your Tender was submitted or if you no longer qualify at any point before the formal entry into contract.
- 6.7. Hillingdon reserves the right, at its sole discretion, to supplement this Invitation Document at any time throughout this process in order to identify and define the means best suited to satisfy its needs in relation to the Works for the Project.

6.8. Hillingdon reserves the right (but is not obliged) to accept any Tender or part of any Tender submitted pursuant to this Invitation Document. Hillingdon will not be bound to accept any Tender and reserves the right at its absolute discretion to accept or not accept any Tender submitted and/or to abandon this tender exercise at any time.

6.9. For the avoidance of doubt, Hillingdon shall have no liability whatsoever to any Tenderer should they elect not to accept any Tender or to abandon this tender exercise at any time.

## 7. **Assessing the Tender Documents**

7.1. Hillingdon intends to operate a "two envelope" evaluation methodology for this tender exercise.

7.2. Tenderers must complete:

7.2.1. the Suitability Assessment Questions in Section 4 and return these to Hillingdon as part of the "Qualification Envelope"; and

7.2.2. the Tender Questions in Section 5 and return these to Hillingdon as part of the "Technical Envelope".

7.3. On expiry of the Tender Deadline, Hillingdon will open the Qualification Envelope documents and evaluate these against the minimum standards set out in Appendix 4 of Section 4. Any Tenderers failing to meet those minimum standards will be excluded from further consideration and their Technical Envelopes will not be opened.

7.4. Hillingdon will open the Technical Envelopes for the remaining Tenderers and evaluate those Tenderers' responses in accordance with the evaluation criteria set out in Appendix 4 of Section 5.

7.5. In the event that none of the responses received are deemed satisfactory, Hillingdon reserves the right to cancel this tender exercise and/or consider alternative procurement options.

## 8. **Sub-contracting**

8.1. Where your organisation proposes to use one or more sub-contractors to deliver some or all of the Services, you should provide details of:

8.1.1. the proposed bidding model that includes members of the supply chain;

8.1.2. the percentage of work being delivered by each sub-contractor; and

8.1.3. the key contract deliverables each sub-contractor will be responsible for.

8.2. Hillingdon recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to Hillingdon indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect a Tenderer's ability to proceed with the procurement process or to provide the Services. Therefore, you

should notify Hillingdon immediately of any change in the proposed sub-contractor arrangements. Hillingdon reserves the right to deselect any Tenderer prior to any award of contract, based on an assessment of the updated information.

## 9. **Communications Protocol**

- 9.1. During the Tender period, any Tenderer is able to submit clarification questions through the Messages feature within the Portal, accessed via the 'Messages' link. You should use this link for all queries and requests for clarification. All queries will be secure and cannot be seen by any other Tenderers.
- 9.2. Where a question is of general application to all Tenderers, Hillingdon will publish all questions and its response via the Messages tool and make this available to all Tenderers. The identity of individual Tenderers will be kept anonymous.
- 9.3. Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If Hillingdon does not agree that a question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered.
- 9.4. The closing date for clarifications to be raised will be **12:00:00 hours on Monday 11<sup>th</sup> May 2020**
- 9.5. Any communication or attempt to contact any member of Hillingdon's staff, officers, Cabinet members or councillors may result in your organisation being disqualified from the procurement process and not considered further.
- 9.6. Your organisation should check the Portal regularly for any updated information relating to the procurement.
- 9.7. Once Tenders have been initially screened and evaluated, Hillingdon may have questions that they wish to raise with the individual Tenderers. These will be raised by Hillingdon, in writing, to the individual Tenderers.

## 10. **Procurement Timetable**

<b>Key Stage</b>	<b>Estimated / Actual Date</b>
Publication of Contracts Finder Notice	28/04/2020
Tender submission deadline	12/05/2020

Tender Evaluation	Approximately 1 weeks
Interview of Tenderers/Site Visits	TBC
Award decision	August 2020 (TBC)
Contracts Finder Notice	TBC

This timetable is subject to amendment by Hillingdon at its sole discretion.

## Section 2: Information Memorandum

Architectural Design from and including RIBA Stage 4 to completion, Employers Agent, Principle Designer, Quantity Surveying and Cost Management, Structural, Mechanical, Electrical and Ventilation including managing the release of all planning conditions, including the management of new utility and service provision. Landscaping design working in collaboration with the Gold Award winning RAGC team. Building Control approval through LBH. Exclusion civil engineering design of the roads and car parks, and the adjacent barn. Planning consent because this has already been given.

Full detailed design and delivery of the project through Traditional JCT Contract. Including the preparation of all drawings and employers requirements; ready for tender to builders through LBH Procurement Team. Be part of the tender evaluation team, and manage the site works as construction proceeds to practical completion, excludes managing the defect liability period, includes final completion certificate works. Commence design works April 2020. Commence builders procurement May 2020 Complete construction October 2020

Architectural design and consultancy services

Start June 2020 completion March 2021

## Section 3: Instructions to Tenderers

Tenderers must submit their Suitability Assessment Questionnaire and Tender Questions in accordance with the following instructions (the **Instructions**). Tenders that do not comply with these Instructions in any particular way may be rejected by Hillingdon at its sole discretion and Hillingdon's decision in the matter shall be final.

1. **Introduction**
1. Tenderers are invited to submit Tenders for the Services, as described in the Invitation Document to which these Instructions are attached. Words and expressions have the meanings used in the Invitation Document.
2. Tenders should be prepared under the same headings and in the same sequence as set out in the Invitation Document. Tenderers should include full details of their Tender in addition to the other information requested.
3. Tenderers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Tenderer in connection with the preparation and submission of a Tender or in connection with the execution of all and any contract documents, are to be borne by that Tenderer. Neither

Hillingdon nor any of its representatives (including its officers, members, employees and advisors) shall, under any circumstances, be liable in any way to any Tenderer for any costs, expenses or losses incurred by any Tenderer or other person in relation to their participation in this tender exercise or otherwise.

4. Hillingdon in no way warrants the information given to Tenderers by Hillingdon and Tenderers must satisfy themselves of the accuracy of any information provided by Hillingdon. Save in the case of fraud, under no circumstances will Hillingdon, its officers, members, employees, agents or advisers accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Tenderers of such information.
5. Tenderers' attention is drawn to the Contract set out at Section 6 of the Invitation Document. It is essential that Tenderers are completely familiar with the contents of the Contract before compiling their Tender. Tenderers considering entering into a contractual relationship with Hillingdon should make their own enquires and investigations of Hillingdon's requirements beforehand. The subject matter of this Invitation Document shall only have contractual effect when it is contained in the express terms of an executed form of Contract on such or such other agreement properly entered into and executed by Hillingdon.

## 2. **Confidentiality**

- 2.1. Tenderers must treat all information supplied by Hillingdon in connection with this tender exercise process as confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders shall treat documentation supplied in relation to this Invitation Document as confidential).
- 2.2. Tenderers shall not, without the prior written consent of Hillingdon, at any time make use of such information for its own purposes or disclose such information to any person, except:
  - 2.2.1. where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or
  - 2.2.2. to the extent where such information is brought within the public domain otherwise than by the breach of this paragraph by the relevant Tenderer; or
  - 2.2.3. to the extent that the information becomes available to a party otherwise than pursuant to this tender exercise; or
  - 2.2.4. where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the Contract, or for obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with their Tender.
- 2.3. Tenderers must treat this Invitation Document (and all the documents forming part of or appended or scheduled to this Invitation Document) and all other information provided by or on behalf of Hillingdon as private and confidential. No Tenderer should disclose that it has submitted a Tender to Hillingdon or release details of this Invitation Document (and all the documents forming part of or appended or scheduled to this Invitation Document) other than on a strictly confidential basis and to the extent strictly



necessary to such parties that the Tenderer needs to consult with in order to submit a Tender.

2.4. Tenderers shall not at any time release any information concerning the Invitation Document and/or their Tender and/or any related documents and/or discussion with Hillingdon in this connection for publication in the press or on radio, television, screen or any other medium.

2.5. This Invitation Document is issued in confidence and remains the property of Hillingdon. The copyright in this Invitation Document is vested in Hillingdon and may not be reproduced, copied or stored on any medium without the prior consent of Hillingdon except in relation to the preparation of the Tender.

### **3. Copyright and intellectual property**

3.1. By submitting a Tender each Tenderer agrees and acknowledges that it shall have granted to Hillingdon and its advisors for all purposes related to the Services for the Project a non-exclusive, irrevocable, perpetual, royalty free licence to use, copy, modify, adapt and translate any drawings, specifications, materials, data and other information relating to any element of any solution proposed by the Tenderer during the procurement process (together with the right to grant sub-licences).

3.2. Each Tenderer warrants to Hillingdon that no document that it prepares as part of its Tender shall infringe any intellectual property rights (as may be defined in the Contract).

3.3. Each Tenderer undertakes to indemnify Hillingdon and to keep Hillingdon indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of paragraph 3 of these Instructions.

### **4. Conflicts of interest**

4.1. Hillingdon may exclude any Tenderer where there is a conflict of interest which cannot be effectively remedied. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform Hillingdon and provide details of the conflict. Please note that routine pre-market engagement carried out by Hillingdon should not represent a conflict of interest for a Tenderer, provided that the engagement has been carried out in a transparent manner.

### **5. Assessing past performance of Tenderers**

5.1. Hillingdon may assess the past performance of a Tenderer, based on that Tenderer's response to the Tender Questions or other means of evidence. Hillingdon also may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer completing this Invitation Document. Hillingdon may re-assess reliability based on past performance at key stages in the procurement. Tenderers may also be asked to update the evidence they provide in this Invitation Document to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

## 6. **Submission of Tenders**

- 6.1. No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Tender or to any part of the Invitation Document. Tenders must not be qualified in any way apart from as allowed under the Invitation Document and must be submitted strictly in accordance with the Invitation Document, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 6.2. Hillingdon reserves the right to retain all Tenders submitted by Tenderers throughout the period that their Tenders remain valid and open for acceptance and for six (6) months after that date.
- 6.3. Any failure to comply with these requirements of anonymity for the submission of the Tender and other requirements regarding time of receipt and submission of signed documents may cause the Tender to be disallowed. In such cases, the decision will be referred to Hillingdon as the final arbiter.
- 6.4. Any Tender or other supporting documents received after the Tender Deadline will not be considered for acceptance by Hillingdon.
- 6.5. The Tender, Delivery Proposals and other supporting documents shall be completed in black ink or type in Arial font, size 11, in the English language and state all monetary amounts in British Pounds Sterling. Supporting information should be presented in the same order as, and referenced to, the relevant question.
- 6.6. The Tender must be signed:
  - 6.6.1. where the Tenderer is an individual, by that individual; or
  - 6.6.2. where the Tenderer is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney (a copy of which is to be provided with the Tender on behalf of the other partners); or
  - 6.6.3. where the Tenderer is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 6.7. Each Tenderer shall produce forthwith upon request by Hillingdon documentary evidence of any authorisation referred to in paragraph 6.6 of these Instructions.
- 6.8. Tenderers should note that the Contract and its formation, interpretation and performance shall be subject to and interpreted in accordance with the laws of England.
- 6.9. Tenderers should include in their Tender all information required by the Price Schedule and should include in the proposals all information required by the Invitation Document and all costs necessary to undertake the Services for the Project safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.

6.10. The Invitation Document and all other documents provided to Tenderers will remain the property of Hillingdon. Tenderers are advised to retain for themselves details of their submissions. Hillingdon reserves the right to make a charge if a Tenderer requests a copy of its submitted tender.

## 7. **Rejection of Tenderers**

7.1. Any Tender submitted by any Tenderer in respect of which the Tenderer does any of the following may not be considered for acceptance and may, accordingly, be rejected by Hillingdon and the relevant Tenderer excluded from further participation:

7.1.1. submits an abnormally low bid; or

7.1.2. fixes or adjusts the amount, prices, charges and rates shown:

(a) by or in connection with any agreement or arrangement with any other person; or

(b) by reference to any other Tender; or

7.1.3. communicates to any person other than Hillingdon any information except in accordance with this Invitation Document; or

7.1.4. enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tender or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Tenderer in its Tender and other documents; or

7.1.5. offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused, to be done in relation to any other Tenderer, or any other proposed Tender or other documents, any act or omission; or

7.1.6. fails to use the English language; or

7.1.7. fails to state monetary amounts in Pounds Sterling; or

7.1.8. fails to comply with these Instructions.

7.2. Such non-acceptance or rejection by Hillingdon shall be without prejudice to any other civil remedies available to Hillingdon in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

## 8. **Non-Consideration of Tenders**

Further to the above, Hillingdon may in its absolute discretion refrain from considering a Tender if either:

8.1. it does not comply in any respect with the requirements of this Invitation Document; or

8.2. it contains any significant omissions or qualifications.

9. **Evaluation of Tenders**

9.1. In regard to the tender process, Hillingdon reserves the right at any time at its absolute discretion:

9.1.1. to make whatever changes it sees fit to the content, process, timing and structure of the tender process and to issue amendments or modifications to this Invitation Document; and/or

9.1.2. to accept or not accept any Tender submitted pursuant to the Invitation Document; and/or

9.1.3. not to award a contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and/or this Invitation Document and to procure the Contract by any alternative means within the legal requirements which Hillingdon is subject to (including by way of undertaking a new procurement process).

9.2. Hillingdon may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by Tenderers by the Tender Deadline will be considered, as well as any other information that Hillingdon requires to be submitted.

9.3. Tenderers should note that:

9.3.1. any information provided by or on behalf of Hillingdon (including, without limitation, the particulars of their properties are a general outline) for the guidance of the Tenderers and do not constitute the whole or any part of an offer or contract; and

9.3.2. neither Hillingdon nor their professional advisers guarantee the accuracy of any description, dimensions, references to condition, necessary permissions for use and occupation and other details forming part of or appended to this Invitation Document and Tenderers must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy; and

9.3.3. neither Hillingdon nor their professional advisers will be liable, in negligence or otherwise, for any loss arising from the use of the relevant information.

9.4. Hillingdon gives notice that:

9.4.1. this Invitation Document is set out as a general outline only for the guidance of intended Tenderers and does not constitute, nor constitute any part of, an offer or contract; and

9.4.2. all descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending Tenderer should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

10. **Tenderers' Warranties**

In submitting any Tender, each Tenderer warrants, represents and undertakes to Hillingdon that:

- 10.1. it has not done any of the acts or matters referred to in paragraphs 7.1.1 to 7.1.8 (inclusive) of these Instructions and has complied in all respects with these Instructions; and
- 10.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to Hillingdon by the Tenderer, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects; and
- 10.3. it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender; and
- 10.4. it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Questionnaire and its response to the Tender Questions and the Price Schedule; and
- 10.5. it has full power and authority to enter into the Contract and undertake the Services for the Project; and
- 10.6. it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the Services for the Project; and
- 10.7. it will obtain all necessary consents, licences and permissions to enable it to carry out the Services for the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- 10.8. it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by Hillingdon and that is for the time being in the possession of the Tenderer.

11. **Data Protection Act**

Tenderers shall at all times:

- 11.1. comply with the Data Protection Acts 1984 and 1998 (as amended from time to time) (the **DPA**);
- 11.2. maintain the confidentiality of personal data to which they have authorised access pursuant to this Invitation Document;
- 11.3. indemnify Hillingdon and keep Hillingdon indemnified against loss, destruction or procuring of data contrary to the DPA by the Tenderer, its servants or agents;
- 11.4. in accordance with paragraph 12 of Part 11 of Schedule 1 to the DPA:

- 11.4.1. process any personal data supplied to the Tenderer by Hillingdon only in accordance with Hillingdon's written instructions; and
- 11.4.2. comply with obligations equivalent to those imposed by a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

## 12. **Freedom of Information Act**

12.1. Tenderers are to note that Hillingdon is subject to the Freedom of Information Act 2000 (the **FOIA**) and the Environmental Information Regulations 2004 (**EIR**). Under the FOIA and EIR, members of the public or any interested party may make a request for information held by Hillingdon at the time of the request.

12.2. Following such request, Hillingdon will consider the disclosure of any information, including price quotes, contained in Tenders both successful and unsuccessful, subject to the exemptions of the FOIA. Tenderers should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to Tenders may not exempt those Tenders from disclosure under the FOA.

12.3. If a Tenderer considers that all or any part of its Tender and/or any specific information contained therein constitute a "trade secret", or that the Tender or information is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA, the Tenderer should:

12.3.1. attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information; and

12.3.2. in respect of such schedule and/or specific information, identify the particular FOIA exemption that the Tenderer claims apply in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Lord Chancellor's Code of Practice (the Code) under Section [4]5 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Tenderers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs' website at [www.dca.gov.uk/foi/codepafunc.html](http://www.dca.gov.uk/foi/codepafunc.html).

12.4. Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph [12] of these Instructions, Hillingdon will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.

## 13. **Small Business Enterprise and Employment Act 2015**

13.1. Tenderers are to note that Hillingdon is subject to the Small Business Enterprise and Employment Act 2015 (**SBEEA**). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. Contracting authorities are required to

assist all investigations and to provide relevant information and/or documents within 30 calendar days of a formal notice. This may require Hillingdon to disclose any information contained in any Tenders submitted by Tenderers.

13.2. By submitting a Tender, the Tenderer acknowledges and agrees that Hillingdon has complete discretion in deciding whether such documents and/or information should be disclosed under SBEEA (even where Tenderers have identified certain information in their submissions as confidential) and the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.

14. **Leaseholder Consultation**

14.1. Tenderers shall provide to Hillingdon or its agents and appointees any information that Hillingdon may require in order to fulfil its obligations to consult leaseholders pursuant to Landlord & Tenant Act 1987 (as amended) and the Service Charges (consultation on Requirements) (England) Regulations 2003 as amended, and shall hereby waive any rights of confidentiality in respect of its Tender submissions in this respect.

## Section 4: Suitability Assessment Questionnaire

Item	Evaluation	Information required	Guidance	Response
		<b>Organisation identity</b>		
	<i>For Information Only</i>	Name of the organisation in whose name the tender is being submitted:		
	<i>For Information Only</i>	Principal contact name:		
	<i>For Information Only</i>	Address:		
	<i>For Information Only</i>	Telephone number:		
	<i>For Information Only</i>	email address:		
	<i>For Information Only</i>	Company registration number:		
	<i>For Information Only</i>	Registered address, if different from the address at Question 1.3:		



1.8	<i>F o r Informati on Only</i>	<p>Please identify to indicate whether your organisation is:</p> <p>i. bidding as a prime contractor and will deliver 100% of the key contract deliverables yourself; or</p> <p>ii. bidding as a prime contractor and will use third parties to deliver some of the services; or</p> <p>iii. bidding as a prime contractor but will operate as a managing agent and will use third parties to delivery all of the services.</p>	<p>If answering "Yes" to (ii) or (iii), 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.</p>	<p>Please tick</p> <p>i prime contractor <input type="checkbox"/></p> <p>ii prime contractor with sub-contracting <input type="checkbox"/></p> <p>iii managing agent <input type="checkbox"/></p> <p>iv other (please specify) <input type="checkbox"/></p>
		<b>Organisation information</b>		

<p><i>F o r Informati on Only</i></p>	<p>Is your organisation:</p>		<p><i>Please tick</i></p> <p>i a public limited company <input type="checkbox"/></p> <p>ii a private limited company <input type="checkbox"/></p> <p>iii a sole trader <input type="checkbox"/></p> <p>iv a partnership <input type="checkbox"/></p> <p>v an LLP <input type="checkbox"/></p> <p>vi other <input type="checkbox"/></p> <p>(please specify .....)</p>
<p><i>For Informati on Only</i></p>	<p>Is your organisation:</p>		<p><i>Please tick</i></p> <p>i a voluntary community and social enterprise (VCSE) <input type="checkbox"/></p> <p>ii a Small or Medium Enterprise (SME) <input type="checkbox"/></p> <p>iii a sheltered workshop <input type="checkbox"/></p> <p>iv public service mutual <input type="checkbox"/></p>

2.3	<i>F o r Informati on Only</i>	<p>Is your organisation a member of a group of companies? If so, please provide the name and registered address of:</p> <ul style="list-style-type: none"> <li>i the ultimate holding company;</li> <li>ii any member of the group involved in associated sectors; and</li> <li>iii all wholly-owned subsidiaries.</li> </ul>		Details enclosed? Yes/No
2.4	<i>F o r Informati on Only</i>	<p>Is your organisation affiliated or associated with any other organisation in respect of its expression of interest in tendering for the proposed Contract? If so, please provide details including the name and address of its registered office:</p>		Details enclosed? Yes/No
2.5	<i>F o r Informati on Only</i>	<p>VAT registration number (if applicable):</p>		Details enclosed? Yes/No
2.6	<i>F o r Informati on Only</i>	<p>Is your organisation registered under the Data Protection Act 1998? If so, what is your organisation's DPA registration number:</p>		Details enclosed? Yes/No
2.7	<i>F o r Informati on Only</i>	<p>Please enclose details of your organisation structure (diagrams are acceptable):</p>		Details enclosed? Yes/No

2.8	<i>F o r Informati on Only</i>	<p>Are there any:</p> <ul style="list-style-type: none"> <li>i court actions; and/or</li> <li>ii adjudications; and/or</li> <li>iii industrial tribunal hearings; and/or</li> <li>vi investigations/prosecutions/civil actions for any health and safety offences</li> </ul> <p>currently outstanding against your organisation or in which your organisation has been involved over the last three (3) years? If so, please give details:</p>		<p>Yes/No?</p> <p>If Yes, Details enclosed? Yes/No</p>
2.9	<i>F o r Informati on Only</i>	<p>Please give the names and responsibilities of the executive directors/partners/members of your organisation.</p>		<p>Name Responsibility</p> <p>..... ..</p> <p>.....</p>

2.1 0	<i>Pass / Fail</i>	Have any of the individuals listed in Question 2.9 and/or their relatives been employed by Hillingdon or do they have (or have they had) any commercial, manufacturing, contracting or other interest, including any relationship with Hillingdon within the last three (3) years? If so, please provide further details:	If you answer "Yes" to this question Hillingdon will investigate the nature of the relationship to ensure that it does not breach the principles relating to conflicts of interest set out in Hillingdon's Code of Conduct, adopted pursuant to the Localism Act 2011. If it does and it cannot be remedied prior to the commencement of the Contract, then your answer to this question will be marked as a "Fail".	Details enclosed? Yes/No
		<b>Legal compliance</b>		
3.1	<i>Pass / Fail</i>	Do any of the circumstances set out in Appendix A of this Section 4 apply to your organisation?  Hillingdon may seek evidence, at a later date, in confirmation of your answer.	Answering "Yes" to any of the circumstances set out in Appendix A of this Section 4 may result in a "Fail" mark being awarded.  In the event of a "Yes" answer to any of the circumstances listed in Appendix A of this Section 4, please provide any evidence that may demonstrate the Tenderer should not be excluded.  Failure to confirm that there are no circumstances that apply may result in a "Fail" mark being awarded.	Yes/No

3.2	<i>Pass / Fail</i>	Please confirm that you have adequate organisational and technological measures in place to ensure that you comply with any obligations imposed upon you by the Data Protection Act 1998 and any obligations that would arise through acting as a data processor for Hillingdon.	Failure to confirm that adequate procedures are in place will result in a "Fail" mark being awarded.	Details enclosed? Yes/ No
3.3	<i>Pass / Fail</i>	Please confirm that your organisation has experience of assisting its customers in responding to requests made under the Freedom of Information Act 2000.	Failure to confirm that adequate procedures are in place will result in a "Fail" mark being awarded	Details enclosed? Yes/ No
3.4	<i>Pass / Fail</i>	Please confirm that your organisation has put in place adequate procedures for the prevention of bribery and corrupt practices, in accordance with the Bribery Act 2010.	Failure to confirm that adequate procedures are in place will result in a "Fail" mark being awarded.	Details enclosed? Yes/ No
3.5	<i>Pass / Fail</i>	Please confirm that your organisation ensures that sub-consultants, sub-contractors and members of your supply chain also comply with the Bribery Act 2010.	Failure to confirm that adequate procedures are in place will result in a "Fail" mark being awarded.	Details enclosed? Yes/ No

3.6	<i>P a s s / Fail</i>	<p>Has your organisation had a contract terminated or its employment determined under the terms of a contract for poor performance or breach of contract by your organisation within the last three (3) years?</p> <p>If yes, supply details.</p>	<p>Answering "Yes" may result in a "Fail" mark being awarded.</p> <p>In the event of a "Yes" answer to any question, please provide any evidence that may demonstrate the Tenderer should not be excluded.</p> <p>Failure to confirm that there are no circumstances that apply may result in a "Fail" mark being awarded.</p>	<p>Details enclosed? Yes/ No</p>
		<b>Financial standing</b>		
4.1	<i>F o r Information Only</i>	<p>Please indicate the annual turnover of your organisation in respect of works which are of a similar type to the subject matter of the proposed contract for the most recent full year of trading for this organisation. If your organisation is part of a group, please give figures for both your own organisation and the group.</p>	<p>Where this financial information is not available, please provide alternative means of demonstrating your organisation's financial status (eg forecast of turnover for the current year and a statement of funding provided by your bankers, charity accruals accounts or other means of demonstrating financial status.</p>	<p><b>Organisation</b></p> <p>Annual Turnover £ .....</p> <p>For                    year .....</p> <p><b>Group</b></p> <p>Annual Consolidated Turnover £ .....</p> <p>For                    year .....</p>

4.2	<p><i>F o r Informati on Only</i></p>	<p>Please enclose a set of the audited accounts for your organisation for the most recent year.</p> <p>In the case of a partnership, a financial summary of the accounts of the partnership for the most recent year together with confirmation from the partnership's auditors that the accounts have been subject to audit.</p> <p>If your organisation is a small company and not required to submit audited accounts, please submit your most recent accounts.</p>	<p>In order to minimise the risk to delivery of taxpayer funded services, the Council will consider the financial standing of organisations alongside discrete assessment criteria. Where organisations are unable to demonstrate the required level of financial standing this will be equivalent to a "Fail" and your organisation will be excluded from further participation in this procurement exercise. The Council reserves the right to consider the following in assessing the financial standing of organisations:</p> <p>a) A review of your organisation's Equifax credit check report to verify that your credit rating is a minimum of 'D-';</p> <p>b) A review of your trading accounts, where this provide more relevant or timely information than Equifax data (where audited accounts are unavailable, the Council may consider information contained within management accounts);</p> <p>c) Taking account of cases where a banker's reference is requested and refused by your bank;</p> <p>d) Where your organisation is a subsidiary in a group and a wider group or parent company guarantee is appropriate, an assessment of the</p>	<p>Enclosed? Yes/No</p>
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4.3	<i>F o r Informati on Only</i>	<p>Please provide details of any significant changes that have occurred since your organisation's last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts.</p> <p>Hillingdon may request further information or make further independent enquiry.</p>	<p>Hillingdon will evaluate the Tenderer's financial position under Question 4.2, as updated by the information provided in answers to this Question 4.3.</p>	<p>Details enclosed? Yes/No</p>
4.4	<i>P a s s / Fail</i>	<p>If your organisation is a member of a group of companies (see Question 2.3 above) please provide accounts information for your organisation's holding/ultimate parent company.</p>	<p>Failure to confirm as required will result in a "Fail" mark being awarded.</p> <p>This Question does not need to be answered if your organisation answered "No" to Question 2.3.</p>	<p>Details enclosed? Yes/No/Not applicable</p>
4.5	<i>P a s s / Fail</i>	<p>If your organisation is a member of a group of companies (see Question 2.3 above) please confirm that your organisation will offer a parent company guarantee in respect of your obligations under the proposed contract with Hillingdon.</p> <p>If 'No', please confirm if your organisation would be able to obtain a bank guarantee.</p>	<p>Failure to confirm as required will result in a "Fail" mark being awarded.</p> <p>This Question does not need to be answered if Tenderers answered "No" to Question 2.3.</p>	<p>Parent company guarantee/bank guarantee available? Yes/No</p>
5		<b>Health and safety</b>		

5.1	<i>Pass / Fail</i>	Please self-certify that your organisation has a health and safety policy that complies with current legislative requirements, and that you will be able to provide a copy of this policy to Hillingdon in advance of entering into the Contract, should your organisation be successful.	Hillingdon will exclude Tenderers who have been in receipt of enforcement/remedial action orders unless they can demonstrate to Hillingdon's satisfaction that appropriate remedial action has been taken to address the causes that gave rise to the enforcement/remedial action and/or to prevent future occurrences or breaches.	Details enclosed? Yes/ No
6		<b>Technical ability and quality assurance</b>		
6.1	<i>Pass / Fail</i>	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 Services?	If "Yes", please provide additional details of what is required and confirmation that you have complied with this.  Failure to comply with any legal requirements may result in a "Fail" mark being awarded.	Details enclosed? Yes/ No
6.2	<i>Pass / Fail</i>	Please provide details of any quality assurance certification/accreditation that your organisation holds, and self-certify that you will be able to provide copies of any relevant certificates to Hillingdon in advance of entering into the Contract, should your organisation be successful.		Details enclosed? Yes/ No
7		<b>Equality and diversity</b>		
7.1	<i>Pass / Fail</i>	Does your organisation comply with current anti-discrimination legislation?	Failure to confirm that your organisation complies will result in a "Fail" mark being awarded.	Details enclosed? Yes/ No

7.2	<i>Pass / Fail</i>	<p>In the last three (3) 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)?</p>	<p>If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring.</p> <p>Your organisation may be excluded if you are unable to demonstrate to Hillingdon's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	
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7.3	<i>Pass / Fail</i>	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?	<p>If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring.</p> <p>Your organisation may be excluded if you are unable to demonstrate to Hillingdon's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.</p>	<p>Yes/No</p> <p>If Yes, Details enclosed? Yes/No</p>
8		<b>Environment and Sustainability</b>		

8.1	<i>Pass / Fail</i>	Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three (3) years by any environmental regulator or authority (including local authority)?	<p>If answering "Yes", please provide details of the conviction or notice and details of any remedial action or changes your organisation has made as a result of conviction or notices served.</p> <p>Hillingdon will not select Tenderers that have been prosecuted or served notice under environmental legislation in the last three (3) years, unless Hillingdon is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.</p>	Details enclosed? Yes/No
8.2	<i>Pass / Fail</i>	If your organisation uses 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?		Details enclosed? Yes/No
9		<b>Insurance</b>		
9.1	<i>Pass / Fail</i>	Please self-certify whether your organisation already has, or can commit to obtain, prior to the commencement of the Contract, public liability insurance cover of not less than 5 million pounds (£5,000,000) with such sum to relate to any one occurrence or series of occurrence arising out of one event, the total number of events being unlimited.	Failure to confirm that your organisation holds or can obtain insurance cover of the amounts required or more prior to entry into the Contract if successful, will result in your answer to this question being marked as a "Fail".	Yes/No

9.2	<i>Pass / Fail</i>	Please self-certify whether your organisation already holds or can commit to obtain, prior to the commencement of the Contract, employer's liability insurance of Ten million pounds (£10,000,000) for all customary risks commensurate with the nature of the business undertaken and the number of persons employed by your organisation from your insurance providers.	It is a legal requirement that all companies hold Employer's (Compulsory) Liability insurance of five million pounds (£10,000,000) as a minimum. Please note this requirement is not applicable to sole traders.  Failure to confirm that your organisation holds or can obtain insurance cover of the amount required or more, prior to entry into the Contract if successful, will result in your answer to this question being marked as a "Fail".	Yes/No
9.3	<i>Pass / Fail</i>	Please self-certify whether your organisation already holds or can commit to obtain, prior to the commencement of this contract, professional indemnity insurance for 1.5 million pounds (£1,500,000) for each and every claim and also confirm that such insurance will be maintained until the expiry of twelve (12) years following the date of completion of the services.	Failure to confirm that your organisation holds or can obtain insurance cover of the amount required or more, prior to entry into the Contract if successful, will result in your answer to this question being marked as a "Fail".	Yes/No
10		<b>References</b>		

10.1	Pass / Fail	<p>Please provide details of three (3) contracts in any combination from either the public or private sector that are relevant to Hillingdon's requirement. Contracts should have been performed during the last three (3) years. The details should include:</p> <ul style="list-style-type: none"> <li>i name and address of customer organisation;</li> <li>ii point of contact in customer organisation, their position in the organisation and their email address;</li> <li>iii contract start date and completion date (if relevant);</li> <li>iv estimated contract value;</li> <li>v please provide a brief description of the Contract delivered including evidence of your technical capability in this market; and</li> <li>vi name(s) of sub-consultants and/or consortium members and their role.</li> </ul> <p>If your organisation cannot provide at least one example for points (i)-(vi) above, please provide an explanation for this (eg., your organisation is a new</p>	<p>An "excellent" answer will include projects which directly reflect the requirements of Hillingdon under this tender exercise against the criteria stated below and for services which directly reflect those which comprising services similar to those that are the subject of this tender exercise.</p> <p>Hillingdon will assess the organisation's understanding of:</p> <ul style="list-style-type: none"> <li>• Its role in delivering outcomes</li> <li>• The role of other stakeholders</li> <li>• Ability to identify underlying risk factors</li> <li>• Decision making process</li> <li>• Outcome</li> </ul>	<p>Details enclosed? Yes/ No</p>
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## Suitability Assessment Questionnaire

### Tenderers' Declaration

I/We undertake that the information contained in this Questionnaire is accurate to the best of my knowledge and understand that false information will exclude the organisation I/we represent from proceeding further with the application.

Without limitation to the above, I/we have given particular regard to Question 3.1 and undertake that nothing in that regulation applies to me or the organisation.

I/we understand that Hillingdon shall be entitled to cancel this tender exercise and/or cancel the Contract and to recover from our organisation the amount of any loss or damage resulting from such cancellation if:

- Our organisation has offered or has given or has agreed to give to any person any gift, consideration, inducement or reward of any kind for doing or not doing any action in relation to the Contract or any other contract with Hillingdon.
- The acts detailed above have been done by any person employed by our organisation or acting on behalf of our organisation (whether with or without our organisation's knowledge).
- In relation to any contract with Hillingdon our organisation or any person employed by our organisation or acting on our organisation's behalf has failed to disclose any conflict of interest that might result in Hillingdon contravening the Bribery Act 2010 or any other statutory or regulatory obligation.

Form completed by:

Name: ..... Tel No: .....

Signature: ..... Date: .....

Position: .....

Thank you for completing this Questionnaire. The information it contains will be held in confidence by Hillingdon and to determine your suitability for meeting Hillingdon's requirements for the provision of the Services pursuant to the proposed Contract.

## Summary of ineligibility conditions

(Question 3.1 of Suitability Assessment Questions refers)

### Mandatory grounds for rejection

Rejection is mandatory when a contractor (**Contractor**), its directors or any other person who is a member of the administrative, management or supervisory body of the Contractor or who has powers of representation, decision or control of the Contractor has been convicted of any of the following offences within the last five (5) years:

1. conspiracy within the meaning of Section 1 or 1A of the Criminal Law Act 1977 (as amended) or article 9 or 9A Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Framework Decision 2008/841/JHA on the fight against organised crime; or
2. 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; or
3. the common law offence of bribery; or
4. bribery within the meaning of Section 1 or 2 or 6 of the Bribery Act 2010 or Section 113 of the Representation of the People Act 1983; or
5. any of the following offences, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Communities:
  - (a) the offence of cheating the Revenue; or
  - (b) the offence of conspiracy to defraud; or
  - (c) 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;
  - (d) 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 Companies Act 2006; or
  - (e) 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 (as amended); or
  - (f) an offence in connection with taxation in the European Union within the meaning of Section 71 of the Criminal Justice Act 1993; or
  - (g) destroying, defacing or concealing of documents or procuring the extension 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; or

- (h) fraud within the meaning of Sections 2 or 3 or 4 of the Fraud Act 2006; or
  - (i) 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; or
- 6. any offence listed:
  - (a) in Section 41 of the Counter Terrorism Act 2008; or
  - (b) in Schedule 2 of the Counter Terrorism Act 2008 where the court has determined that there is a terrorist connection;
- 7. any offence under Sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by paragraph 6 above; or
- 8. money laundering within the meaning of Sections 340(11) and 415 of the Proceeds of Crime Act 2002; or
- 9. an offence in connection with the proceeds of criminal conduct within the meaning of sections 93A or 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or
- 10. an offence under Section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004; or
- 11. an offence under Section 59A of the Sexual Offences Act 2003; or
- 12. an offence under Section 71 of the Coroners and Justice Act 2009; or
- 13. an offence in connection with the proceeds of drug trafficking within the meaning of sections 49 or 50 or 51 of the Drug Trafficking Act 1994; or
- 14. an offence under the Modern Slavery Act 2015; or
- 15. any other offence within the meaning of Article 57(1) of the Public Contracts Directive:
  - (a) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
  - (b) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland; or
- 16. any breach of the Contractor's obligations relating to the payment of taxes or social security contributions, where the offence has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK).

If you have answered Yes to Question 16, please confirm whether your organisation has paid, or has entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines.

### **Discretionary grounds for rejection**

Rejection is discretionary and permissible when a contractor within the last three (3) years has:

1. violated applicable obligations referred to in regulation 56 (2) of the Public Contract 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; or
2. being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of Section 268 of the Insolvency Act 1986 or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;
3. being a partnership constitute under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate;
4. being a company or any other entity within the meaning of Section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state;
5. been convicted of a criminal offence relating to the conduct of his business or profession; or
6. committed an act of grave misconduct in the course of its business or profession which renders its integrity questionable; or
7. entered into agreements with other economic operators aimed at distorting competition; or
8. a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; or
9. been involved in the prior preparation of this tender exercise procedure which has resulted in a distortion of competition, as referred to in Regulation 41 of the Public

- Contracts Regulations 2015, that cannot be remedied by other, less intrusive, measures; or
10. 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; or
  11. is guilty of serious misrepresentation in supplying any information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or has withheld such information or is not able to submit supporting documents required of him under Regulation 59 of the Public Contracts Regulations; or
  12. undertaken to:
    - (a) unduly influence the decision-making process of Hillingdon, or
    - (b) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
  13. negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award; or
  14. in relation to the procedures for the award of a public services contract, is not licensed in the relevant state in which he is established or is not a member of an organisation in that relevant state when the law of that relevant state prohibits the provision of the services to be provided under the Contract by a person who is not licensed or who is not such a member; or
  15. is not registered on the professional or trade register of the relevant state in which he is established under conditions laid down by that state.

## Suitability Assessment Questionnaire

### Appendix 3

#### Reference Form

#### PROFESSIONAL REFERENCE FOR INITIAL TENDER PURPOSES

**ORGANISATION:** ..... **PROJECT:** .....  
**CONTRACT NAME:** ..... **CONTRACT VALUE:** .....  
**CONTRACT TYPE:** .....

Ref.		Yes	No	N/A	Score*
<b>EM</b>	<b>Experience and Management:</b>				
1	Did the organisation have the appropriate level of experience for a contract of this size and complexity?				
2	Did the organisation act as lead/managing/coordinating organisation for other sub-contractors/sub-consultants under this contract?				
3	Was the organisation able to effectively co-ordinate and manage sub-contractors/sub-consultants directly under their control within this contract?				
4	Was the organisation able to manage the Contract adequately?				
<b>CC</b>	<b>Capability and Capacity:</b>				
5	Did the organisation have the appropriate level of resources for a contract of this size and complexity?				
6	Were problems and disputes resolved quickly and in a satisfactory manner?				
7	Was the organisation able to meet their professional roles and responsibilities under the Contract terms?				
8	Was the organisation able to work under pressure to tight deadlines without excessive supervision?				
<b>TC</b>	<b>Technical Competence:</b>				
9	Did the organisation have the appropriate professional and technical ability for this contract?				
10	Did the organisation's services provide value for money and were measures in place to achieve continuous improvement?				
11	Were tasks / instructions finished on time, within budget and to the required standard?				
<b>UD</b>	<b>User Involvement and Diversity?</b>				
12	If residents/end users/clients were involved during the Contract did the organisation adequately facilitate this involvement?				
13	Was the organisation's approach to equality and diversity issues within this contract adequate?				
14	Did the organisation at all times act in a professional and courteous manner?				

15	Did the organisation demonstrate a high level of customer care?				
<b>HS</b>	<b>Health and Safety:</b>				
16	Were there any concerns or incidents relating to adverse health and safety matters during the technical management of the Contract?				
<b>O</b>	<b>Other:</b>				
17	Would you use this organisation again whether on a similar contract or for related commissioned services?				
18	Overall how do you rate the services provided by organisation ? *				
19	If you have any further information to add please attach on a separate sheet				

\*Please insert overall score based on the following: **1** = very poor, **2** = poor, **3** = satisfactory, **4** = good, **5** = excellent. If you have answered "no" to any of the above questions please give a brief explanation below:-

**NAME:** ..... **POSITION:** .....

**REFEREE ORGANISATION** ..... **SIGNED:** .....

**DATED:** .....

## Suitability Assessment Questionnaire

### Appendix 4

#### Evaluation of Questionnaire

##### Selection

The objective of the selection process is to assess the responses to this Questionnaire and select Tenderers who will progress to the next stage of the tender exercise.

##### Weightings

In particular, the following weightings and thresholds will be applied to the various evaluation criteria:

**Responses will be assessed to ascertain whether they pass the relevant thresholds as follows:**

1. 1	Conflicts of interest	Question 2.10	Pass/Fail
2. 3	Legal compliance	Question 3.1	Pass/Fail
	Data Protection Act compliance	Question 3.2	Pass/Fail
	Freedom of Information Act compliance	Question 3.3	Pass/Fail
	Bribery Act compliance	Question 3.4	Pass/Fail
	Bribery Act compliance for sub-contractors	Question 3.5	Pass/Fail
7. 4	Poor performance on prior contracts	Question 3.6	Pass/Fail
	Parent company's accounts	Question 4.4	Pass/Fail
9. 5	Parent company guarantee/bank guarantee	Question 4.5	Pass/Fail
10. 6	Health and Safety Policy	Question 5.1	Pass/Fail
	Mandatory licensing in UK	Question 6.1	Pass/Fail
	Quality Assurance / Accreditation	Question 6.2	Pass/Fail
	Provision of equality and diversity	Question 7.1	Pass/Fail
	Finding of unlawful discrimination	Question 7.2	Pass/Fail
	Equality complaint upheld	Question 7.3	Pass/Fail
	Conviction for breach of environmental law	Question 8.1	Pass/Fail
	Sub-contractors and environmental law	Question 8.2	Pass/Fail
18. 7	Public liability insurance	Question 9.1	Pass/Fail



19. 8	Employer's liability insurance	<b>Question 9.2</b>	<b>Pass/Fail</b>
20. 9	Professional indemnity insurance	<b>Question 9.3</b>	<b>Pass/Fail</b>
21. 10	References	<b>Question 10.1</b>	<b>Pass/Fail</b>

Where a question is marked "information" responses will be considered in as far as they relate to the circumstances set out in Appendix A of this Section 4 and/or as verification of any answers provided in relation to other questions as part of this Questionnaire.

The References at Appendix 3 of this Section 4 will be marked so as to determine whether the Tenderer is competent in accordance with the criteria set out in the form of Reference.

Failure to provide a satisfactory response, or provision of a response which is inadequate or incomplete, to any of the questions may result in Hillingdon not proceeding further with a Tenderer.

The information supplied will be checked for completeness and compliance before responses are evaluated. Responses will be reviewed by officers of Hillingdon.

Each scored question will be marked out of five 5 on the basis of the table set out below. Each member of the evaluation team will mark individually and the mean average of those marks will be taken in respect of each question. Any outlying marks shall be investigated first and may be discounted. That average score will be weighted in accordance with the weighting set out above.

<b>Comment</b>	<b>Judgement</b>	<b>Marks available</b>
Meets the standard required in all aspects with a comprehensive understanding of the question	Excellent	5
Meets the standard required in most aspects	Good	4
Meets the standard required in most aspects but fails in some	Satisfactory	3
Fails to meet the standard required in the majority of aspects but meets in some	Unsatisfactory	2
Significantly fails to meet the standard	Poor	1
Completely fails to meet the standard/Question not answered	Failed	0

Tenderers who pass the requirements as set out above and who are shortlisted will have their responses to the Tender Questions evaluated as set out in Section 5.

Hillingdon intends to award any Contract based on the most economically advantageous offer.

## Section 5: Tender Questions

The scored Quality criteria will account for 20% of the total score. Questions that are labelled "For Information Only" and "Pass/Fail" will also be assessed as set out in Appendix 4 of this Section 5.

The word limits referred to below are the maximum number of words applicable to each response. No additional information or supplementary documentation should be appended to these responses. Any additional information provided with a Tender response will be disregarded and will not be scored as part of the evaluation process.

### 1. **Delivery Proposals**

- 1.1. It will be the responsibility of the successful Tenderer to implement the Services for the Project in accordance with the requirements of the Contract, working in collaboration with Hillingdon and other members of Hillingdon's team.

### 2. **Award of Contract**

- 2.1. The successful Tenderer shall be appointed to carry out the Services for the Project under the Contract Documents as set out at Section 6 of this Invitation Document.
- 2.2. Hillingdon does not intend to negotiate the terms of the Contract Documents prior to entering into contract with the successful Tenderer.

### 3. **Confidentiality Undertaking and Non-Collusion**

In the course of taking part in this tender exercise, Tenderers will receive or be given access to confidential information in relation to Hillingdon and its business operations.

### 4. **Staff and Resident involvement**

Involving Hillingdon's staff, residents and families and consulting them on the proposed Services is a particularly important issue to Hillingdon. The successful Tenderer will be required to assist Hillingdon in consulting staff and residents on the proposed Services.

### 5. **Quality assurance**

- 5.1. Tenderers are required to deliver the Services to the very highest levels of quality throughout the term of the Contract.

### 6. **Key Performance Indicators**

- 6.1. Hillingdon is committed to continuous improvement in service delivery and will utilise a suite of key performance indicators (**KPIs**) to measure the progress of the successful Tenderer.
- 6.2. The Core Group established under the Contract will be the principal forum within which the successful Tenderer's performance will be regularly reviewed. Hillingdon reserves the right to benchmark the successful Tenderer's performance against other contractors engaged by Hillingdon and/or other social landlords.

6.3. The successful Tenderer will be required to provide information to demonstrate progress against the KPIs. Success by reference to KPIs will be achieved by all parties working together to identify efficiencies in both process and working methods.

## 7. **Risk management**

7.1. Hillingdon is conscious of the potential risks to the provision of the Services for the Project to residents if the relationship falters or fails or if the risks in the Services for the Project are not properly identified and managed. These risks can be grouped under the key headings of:

- (a) service delivery; and
- (b) reputation; and
- (c) financial; and
- (d) health and safety; and
- (e) staffing and resources; and
- (f) regulatory or statutory issues.

7.2. Hillingdon wish to be confident that the selected successful Tenderer has a strong understanding of the risks that may affect Hillingdon and will take a proactive approach to risk management throughout the Services for the Project.

## 8. **Insurance and security**

8.1. Where the successful Tenderer is a subsidiary of another company, Hillingdon will require a parent company guarantee (in the form annexed to the Contract at Section 6) executed as a deed by the successful Tenderer's ultimate parent company.

8.2. Each successful Tenderer will be required to have at the point of contract:

- (a) Third party liability insurance of not less than Five (5) million pounds (£5,000,000) for each and every event with the number of events unlimited; and
- (b) Employer's liability insurance of not less than Ten (10) million pounds (£10,000,000) for each and every claim in respect of all customary risks; and
- (c) Professional indemnity insurance of not less than 1.5 million pounds (£1,500,000) for each and every claim with the number of claims unlimited for the duration of the Services for the Project and to maintain such insurance for a period ending twelve (12) years following completion of the Services for the Project.

## 9. **Pricing**

9.1. The Price Schedule set out in Section 6 indicates the approach to be taken regarding pricing for the Works for the Project.

Hillingdon will evaluate bids received to establish the most economically advantageous Tenders in terms of the Price and Quality criteria set out above, and as detailed further in Appendix 4 of this Section 5.

## **Appendix 1**

### **Form of Tender**

**Date:**

**Unconditional and irrevocable offer to the London Borough of Hillingdon in respect of the proposed RAGC Cafe, Kitchen and Shop: Architectural and Consultancy Services**

1. I/We the undersigned return this Tender and acknowledge that we are bound by our proposals submitted pursuant to the Invitation Document (receipt of which is also acknowledged) consisting of the following:
  - i. This Invitation Document (Section 1);

- ii. Information Memorandum (Section 2);
  - iii. Instructions to Tenderers (Section 3);
  - iv. Suitability Assessment Questionnaire and Appendices (Section 4);
  - v. Tender Questions and Appendices (Section 5);
  - vi. Contract Documents (Section 6); and
  - vii. Price Schedule (Section 7)
2. I/We hereby unconditionally and irrevocably offer to undertake the Project requested to be provided and performed under the Invitation to Tender in accordance with the Contract in the form in Section 6 of the Invitation Document and at the rates and prices stated in the Price Schedule.
3. I/We confirm that:
  - 3.1. I/We are fully conversant with all of the documents comprising the Invitation Document; and
  - 3.2. this Tender is submitted strictly in accordance with the Invitation Document including, but not limited to the instructions to Tenderers at Section 3.
4. I/We enclose under cover of this Form of Tender of the following mandatory documents:
  - i. Completed Tender Questions (Section **5** of this Invitation Document);
  - ii. Completed and signed Form of Tender (Appendix **1** of Section **5**);
  - iii. Completed and signed Confidentiality Undertaking (Appendix **2** of Section **5**);
  - iv. Completed and signed Non-Collusion Certificate (Appendix **3** of Section **5**); and
  - v. any other required supporting documents.
5. I/We agree that this Tender shall remain open to be accepted or not by Hillingdon and shall not be withdrawn for a period of **six (6)** months from the deadline for receipt of Tenders as set out in the instructions to Tenderers, or such longer period as may be agreed with Hillingdon.
6. I/We undertake to execute a Contract, to be prepared at your expense, for the proper and complete fulfilment of the Project or any part or parts thereof, as you may in your absolute discretion award to us.
7. We understand that by submitting this Form of Tender we confirm our unequivocal acceptance of the Contract Documents set out in Section **6** of the Invitation Document, without amendment, and confirm that they have been accepted in that

form (without amendment) by our insurers, legal advisers, Board, parent companies and/or bondsman (as appropriate).

8. I/We agree that I/we shall commence the Project when instructed to do so by Hillingdon pursuant to the terms of the Contract.
9. I/We also agree and understand that by submitting this Form of Tender we accept the KPIs and Targets set out in the Contract Documents, and, if awarded the Contract, will work towards delivering the Project in accordance with those KPI targets from the commencement of the Project.
10. I/We certify that the details of this Tender and the Invitation Document have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
11. I/We acknowledge that Hillingdon are not bound to accept the lowest or any Tender it may receive, and reserves the right at its absolute discretion to accept or not to accept any tender submitted.
12. I/We certify that we have full power and authority to enter into a Contract and to undertake the Project, and that this is a bona fide tender.
13. **I/We consent to Hillingdon disclosing any part or parts of this Tender to any person for the purposes of complying with sections 18-20 of the Landlord and Tenant Act 1985 and any applicable statutes, statutory instruments or regulatory requirements.**

Signed for and on behalf of the Tenderer:

Signed for and on behalf of the Tenderer:

Signed:

Signed:

Position/Status:

Position/Status:

Tenderer's Name:

Tenderer's Name:

Address:

Address:

## **Appendix 2**

### **Confidentiality Undertaking**

**To: The London Borough of Hillingdon**

**RE: Proposed RAGC Cafe, Kitchen and Shop: Architectural and Consultancy Services**

We declare and accept that we shall not during the Tender for the Project or at any time thereafter disclose to any person (except as may be required or permitted by law) the tender documents or any information contained thereon or subsequently provided to us by Hillingdon or on Hillingdon's behalf in connection with this Tender, all of which information shall be deemed to be confidential. This shall include, but in no way be limited to information relating to the workforce information provided to allow us assess and evaluate the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 to the above service.

We further declare and agree that:

1. We will use such information only for the purposes of preparing our Tender submission and shall promptly return to Hillingdon un-copied, all the tender documents and other

information provided to us in connection with the tender if subsequently we are unable to tender or having tendered our Tender is not successful.

2. We shall neither dispose nor part with possession of any confidential material provided to us by Hillingdon or prepared by us pursuant to the tender, save where the disclosure of such confidential information is essential for the procurement of a Performance Bond or an insurance quotation pursuant to the Tender.
3. We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party any information which comes into our or their possession in the course of performing the Project or submitting any Tender.
4. We declare that we are and shall remain registered under the Data Protection Act 1984 or the Data Protection Act 1998.
5. We shall indemnify Hillingdon against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.

Signed for and on behalf of	Signed for and on behalf of
Authorised signatory	Authorised signatory
Dated	Dated

### Appendix 3

#### Certificate of Non-Collusion

**To: The London Borough of Hillingdon**

**RE: Proposed RAGC Cafe, Kitchen and Shop: Architectural and Consultancy Services**

The essence of the public procurement process is that Hillingdon shall receive bona fide competitive tenders from all Tenderers. In recognition of this principle we hereby certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other we have not:

1. Entered into an agreement with any other person with the aim or preventing Tenders being made or as to the fixing or adjusting of the amount of any Tender or the conditions on which any Tender is made; or
2. Informed any other person, other than the person calling for this Tender, of the amount or the approximate amount of the Tender; or



3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) and (2) above or to inform us of the amount or the approximate amount of any rival tender for the Contract; or
4. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or to having caused to be done in relation to any other Tender or proposed Tender for the services covered by the Tender; or
5. Canvassed any other persons referred to in paragraph (1) above in connection with the Contract; or
6. Done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause Hillingdon to be in breach of Section 7(1) of the Bribery Act.

In this certificate:

The word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

Signed

Signed

For and on behalf of

For and on behalf of

Dated

Dated

### **Tender Questions**

#### **Appendix 4**

#### **Evaluation of Tenders**

Hillingdon will conduct a qualitative and financial evaluation of the Tenders received and the Contract will be awarded on the basis of the most economically advantageous tender and in accordance with the methodology set out in this Appendix.

#### **1. The Evaluation team**

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Tender. The evaluation team will comprise officers of Hillingdon and Hillingdon's technical and legal advisers.

#### **2. General information on the evaluation process**

Tenders will be subject to a three-stage evaluation process:

Stage 1 – Initial screening assessment

Stage 2 – Quality evaluation

Stage 3 – Price evaluation.

3. **Stage 1 – Initial screening assessment**

Tenders will be subject to an initial screening assessment to confirm:

- 3.1. the Tender has been submitted on time, is completed correctly, is materially complete and meets the requirements of this Invitation Document; and
- 3.2. the Tender is sufficiently complete to enable it to be evaluated in accordance with this evaluation process; and
- 3.3. the Tenderer has not contravened any of the terms and conditions of the Invitation Document (including for the avoidance of doubt the Instructions to Tenderers in Section 3 of the Invitation Document).

**Tenders that are not substantially complete or which are non-compliant with the requirements of the Invitation Documents may be rejected at this stage.**

4. **Stages 2 and 3 – Quality and Price evaluation**

- 4.1. Tenders which successfully pass the Stage 1 initial screening assessment will be subject to a detailed evaluation in accordance with the evaluation criteria and weightings set out below for Stages 2 and 3.

- 4.2. During Stage 2 and Stage 3 Hillingdon reserves the right to call for further information or clarification from Tenderers, as appropriate, to assist in its consideration of the Tenders.

- 4.3. The successful Tenderer will be chosen from those which achieve the best overall scores. The Tenders will be assessed according to the criteria set out below and in proportion to the following weighting:

a) A total of 100% marks are available.

b) **Stage 2 - Quality – 20% marks**

20% of the marks available will be allocated to the qualitative submissions. The criteria are based on the responses requested in the Invitation to Tender.

c) **Stage 3 - Price – 80% marks**

80% of the marks available will be allocated according to the prices and rates indicated in the Price Schedule.

4.4. **Stage 2 – Quality evaluation of Tender action points**

- 4.4.1. Compliance with Quality criteria summarised in Table 1 will be evaluated first and scored on a pass or fail basis.

**Table 1**

<b>Question No.</b>	<b>Description</b>	<b>Weighting</b>
<b>References</b>	Have you delivered a complete provision of cafes and shops before from design and specification to foundations, floors and building including catering kitchens before, including planning conditions satisfaction and building regulations approval and can you give a minimum of three examples with references?	35%
<b>Experience</b>	Please evidence your experience of planning the delivery of a shop and cafe, museum construction safely to CDM and in accordance with best practice and health and safety regulations including photographs and example documents?	35%
<b>Delivery</b>	Explain how you would design and this project efficiently and consult with the garden centre team?	30%
	<b>Deemed to have visited the site and inspected the access and field before submitting a tender.</b>	

4.4.2. In the event that a Tender passes the Quality criteria it will then be scored according to the evaluation criteria noted in Table 1 and Table 2 below.

**Table 2**

<b>Performance</b>	<b>Judgement</b>	<b>Score</b>
Meets the standard required in all aspects with a comprehensive understanding of the question	Excellent	5
Meets the standard required in most aspects	Good	4
Meets the standard required in most aspects but fails in some	Satisfactory	3
Fails to meet the standard required in the majority of aspects but meets in some	Unsatisfactory	2
Significantly fails to meet the standard	Poor	1
Completely fails to meet the standard/Question not answered	Failed	0

**Stage 3 – evaluation of Price**

<b>Cost Information 80% total)</b>	<b>Score</b>	<b>% Allocated</b>
Overall Total Price	100	80%

<b>Total</b>	<b>100</b>	<b>80%</b>

4.4.3. The tenderer should price all items within the Part 2 - Pricing Schedule - Mead House. The Grand Total to be inclusive of all prelims, overheads, labour, materials and profits.

4.4.4. The tenderer should check the tendered total on the 'Part 2 - Pricing Schedule - Mead House' before submitting their tender. This Tender Total will form the basis of the tender evaluation for Price.

4.4.5 The Tender with the lowest total overall cost will automatically score 80% in the Commercial Envelope. Thereafter each other Tender is compared against the lowest priced Tender in accordance with the following formula to arrive at a score to one decimal point:  
 $(A \div B) \times C = X$

Where:

A = the lowest submitted price of all Tenders

B = the total price submitted by Tenderer

C = the maximum percentage score i.e. 80%

X = the score for Price

Based on a notional figure of £60,000 for the lowest Tender price and using the formula set out in the above paragraph the Commercial Envelope score for price would be as set out below and then weighted by 80% and awarded as follows

TENDERER	PRICE	SCORE AWARDED	SCORE WEIGHTED BY 80% FOR AWARD
1	£60,000	100%	80%
2	£70,000	85.71%	68.56%
3	£80,000	75%	60%
4	£90,000	66.66%	53.33%

4.4.5. The percentages awarded to each Tender for the Price (Commercial Envelope) and Quality (Technical Envelope) elements of the evaluation are added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded.

Hillingdon reserves the right to call for further information or clarification from Tenderers, as appropriate, to assist in its consideration of their Tender Submissions

#### 4.5. Stage 4 – Final decision and Cabinet Approval

- 4.5.1 Scores for all stages of the tender evaluation will be added together to produce a final ranking of Tenderers. The Tenderer with the highest overall score will be recommended to the Cabinet / Cabinet Member for final approval.
2. Hillingdon will need to obtain formal approval from its Cabinet / Cabinet Member to award the Contract to the selected Tenderer.
3. Following Hillingdon's formal approval, Hillingdon intends to award the Contract to the preferred Tenderer.

**5. General Comments**

- 5.5. The information supplied will be checked for completeness and compliance before responses are evaluated.
- 5.6. Responses will be reviewed by teams of officers of Hillingdon and their legal and technical advisers.
- 5.7. Failure to provide a satisfactory response, or provision of a response which is inadequate or incomplete, to any of the questions may result in Hillingdon not proceeding further with a Tenderer.

## **Section 6: Form of Contract**

### **Barn RAGC Requirement**

**The Tenderer must confirm its organisation's acceptance of the Conditions of Contract (Joint Council Tribunal [JCT] with Contractor's Design (2016 edition))**

## **Section 7: Master Tender Specification**

**See Specification & ITT Pack for details**