

**INVITATION TO TENDER FOR THE PROVISION OF
Digital Engagement Platform**

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GLOSSARY

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Glossary

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

TERM	MEANING
“Conditions of Tender”	means the terms and conditions set out in this Invitation To Tender relating to the submission of a Tender
“Consortium”	A group of organisations coming together to form a bidding entity.
“Consortium Member”	A member organisation of a Consortium.
“Contract”	means the contract which is the subject of this ITT
“Council”	means Haringey Council
“Due Diligence Information”	means the background and supporting documents and information provided by the Council for the purpose of better informing the Tenderers’ responses to this Invitation to Tender
“EIR”	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Invitation to Tender” or “ITT”	means this Invitation to Tender documentation and all related documents published by the Council and made available to Tenderers for the purpose of submitting their Tenders and includes the Due Diligence Information.
“Tender Response”	means the Tenderers’ formal offer in response to this Invitation to Tender
“Tenderers”	The bidder (or potential bidder) applying to compete for the award of the contract. A Tenderer may be (i) an individual Organisation or (ii) a Consortium.
“Lead Organisation”	The lead organisation of a Consortium that is expected to enter into the contract with the Council and co-ordinate bid responses from Consortium Members.

TERM	MEANING
“Organisation”	Refers to a sole proprietor, partnership, incorporated company, co-operative, trust or charitable organisation as appropriate.
“Micro enterprise / organisation”	A microenterprise is defined as an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2million ¹ .
“Small enterprise / organisation”	A small enterprise is defined as an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10million ² .
“Medium sized enterprise / organisation”	A medium-sized enterprise is defined as an enterprise which employs fewer than 250 persons and whose annual turnover does not exceed EUR 50 million or whose annual balance-sheet total does not exceed EUR 43 million ³ .
“Large enterprise / organisation”	<ul style="list-style-type: none"> ➤ A Large enterprise is defined as an enterprise which employs 250 or more persons and whose annual turnover is EUR 50million or more, OR ➤ UK businesses owned by multi-nationals having more than 100 employees in the UK and which otherwise satisfy the criteria for number of employees, turnover and assets, globally⁴.

¹ http://europa.eu/legislation_summaries/enterprise/business_environment/n26026_en.htm

² See footnote 1

³ See footnote 1

⁴ <http://www.hmrc.gov.uk/large-business/forum-tor.htm>

Table of Abbreviations

In this Invitation to Tender the following abbreviations are ascribed the meanings detailed in the table below:

ABBREVIATION	MEANS
CSR	Corporate, Social Responsibility
DBS	Disclosure and Barring Service
ITT	Invitation to Tender
KPI	Key Performance Indicator
LBH	London Borough of Haringey
SMEs	Small Medium Enterprises
HPCS	Haringey Procurement and Contract System
VCSE	Voluntary, Community and Social Enterprise

SECTION 1

INSTRUCTIONS TO TENDER

INSTRUCTIONS FOR TENDERERS

The Contract Standing Orders of Haringey Council require the Tender to be submitted in accordance with the following terms: -

1. INTRODUCTION

- 1.1. The Mayor and Burgesses of the London Borough of Haringey (the “Council”) is inviting Tenders for the Provision of a Digital Engagement Platform in accordance with the Invitation to tender documents (ITT).
- 1.2. The contract shall run for 3 years with an option for the Council to extend further periods of up to 1 + 1 years in accordance with the Terms and Conditions of the Contract.
- 1.3. The London Borough of Haringey covers over 11 square miles and supports a population of 254,900. Over the last decade, population growth in Haringey has outpaced both London and England as a whole. Our growing population has brought with it several new challenges for the Council in addition to existing ones we have been working hard to overcome.
- 1.4. Our Corporate Delivery Plan sets out our organisational delivery plans up until April 2024. The plan is organised around the following themes:
 - Resident experience, participation and collaboration
 - Responding to the climate emergency
 - Children and young people
 - Adults, health and welfare
 - Homes for the future
 - Safer borough
 - Culturally Rich Borough
 - Place and economy
- 1.5. The themes are aligned with our duties in relation to equal treatment, non-discrimination and transparency; Climate Change Act 2008; Equality Act 2010; and Social Value Act 2012.
- 1.6. Haringey Council’s ability to deliver has been tested by the reductions to Local Authority funding. Working on the premise that the Council will have to do ‘more, with less’; we have to identify innovative solutions to meet our objectives.
- 1.7. It is of critical importance that procurement is at the forefront of our thinking, as we spend approximately £400m per annum with external suppliers. This represents both a significant incentive for markets to deliver our requirements, and a clear area for driving efficiency.
- 1.8. We therefore expect all Council contracts to maximise opportunities to facilitate our Council Plan objectives across each theme. We recognise that this may not be feasible in all instances and therefore our specifications reflect the opportunities we believe each contract can deliver.

2. INSTRUCTIONS

- 2.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified. If you have any doubt as to what is required or will have difficulty in providing the information requested, please submit any questions by e-mail in accordance with paragraph 12.3 below.
- 2.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 2.3. All material issued in connection with this ITT shall remain the property of the Council and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Council or securely destroyed by the Tenderer (at the Council's option) at the conclusion of the procurement exercise.
- 2.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and Conditions of Tender.
- 2.5. The Tenderer shall not make contact with any other employee, agent or consultant of the Council who is in any way connected with this procurement exercise unless instructed otherwise by the Council.
- 2.6. The Council shall not be committed to any course of action as a result of:
 - Issuing this ITT or any invitation to participate in this procurement exercise;
 - An invitation to submit any Response in respect of this procurement exercise;
 - Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - Any other communication between the Council whether directly or by its agents or representatives and any other party.

3. CONFIDENTIALITY

- 3.1. Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any tender and reserves the right not to award or conclude a Contract for some or all of the services for which Tenders are invited.
- 3.2. The Council reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
- 3.3. Subject to the exceptions referred to in paragraph 3.2, the contents of this ITT

are being made available by the Council on condition that:

- 3.3.1. Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 3.3.2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 3.3.3. Tenderers shall not use any of the information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
- 3.4. Tenderers may disclose, distribute or pass any of the Information to their advisers, sub-contractors or to another person provided that either:
- 3.4.1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to the Tenderer to keep the Information confidential on the same terms as if that person were the Tenderer; or
 - 3.4.2. The Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information; or
 - 3.4.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
 - 3.4.4. The Tenderer is required by law to make such disclosure.
- 3.5. The Council may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Council may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. The Council also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs 4.1 to 4.3. below).

4. FREEDOM OF INFORMATION

- 4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Council may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of the Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations 2004 (the 'EIR') be required to disclose to third parties information submitted by the Tenderer to the Council. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
 - 4.1.1. Clearly identify such information as commercially sensitive;

- 4.1.2. Explain the potential implications of disclosure of such information; and
 - 4.1.3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.2. Where a Tenderer identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Council is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Council cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.3. Where, during the procurement process, a Tenderer receives a request under the FoIA or the EIR for information relating to the procurement process or the contract(s) being procured. This should be immediately passed on to the Council and the Tenderer should not attempt to answer the request without first consulting the Council.

5. TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 5.1 The Council is of the view that the terms of the European Acquired Rights Directive, 2001/23/EC (the Directive) and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (TUPE) will not apply to any outsourcing by the Council or change of provider effected as a result of this procurement. Accordingly, Tenderers are to submit bids on the basis that neither the Directive nor TUPE will apply.

6. TENDER VALIDITY

- 6.1. Tenderers' Tenders should remain open for acceptance for a period of 26 weeks from the closing date for return of tenders (see timetable below). A Tender valid for a shorter period may be rejected.

7. TIMESCALES

- 7.1. Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Council does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
19 th June 2023	Contract Notice will be published and ITT documents will be available on Haringey Procurement & Contract System (HPCS)
7 th July 2023	Tender clarification period closes
21 th July 2023	Closing date for receipt of tenders on HPCS E-

DATE	STAGE
	Sourcing portal
w/c 24 July 2023	Invitation to non-scored product demonstrations
28 th July 2023	End of anticipated Tender Evaluation Period
2 nd August 2023	Clarification Meeting will be held
7 th August 2023	Anticipated date for presenting report to Director to award the Contract
11 th August 2023	Anticipated date for issuing intention to award contract letters.
29 th August 2023	End of voluntary standstill period of 10 calendar days (accounting for Bank Holiday 28 August)
31 st August 2023	Anticipated date for confirmation of contract award letter will be issued to successful Tenderer
4 th September	Contract commencement date

8. PREPARATION OF TENDER

- 8.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of selection and evaluation process. Under no circumstances will the Council, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 8.2. Tenderers are required to complete and provide all information required by the Council in accordance with these Conditions of Tender and the Invitation to Tender. A Tenderer's failure to comply with these Conditions of Tender and Invitation to Tender may lead the Council to reject that Tenderer's Tender Response.
- 8.3. Tenderers shall rely on their own analysis and review of the information provided to them during the procurement process. Consequently, Tenderers are solely responsible for obtaining the information which they consider necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 8.4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services as the basis for the submissions in their Tenders, without relying upon any opinion or other information provided by the Council or their advisers and

representatives. Tenderers should notify the Council promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

9. COMPLETION OF TENDERS USING HPCS

9.1. The Council has adopted a web-based electronic supplier and contract management system to manage all Tender processes. The e-tendering tool the Council uses is called Haringey Procurement and Contract System (HPCS) and can be found at <https://s2c.waxdigital.co.uk/ProcurementLBHaringey>.

9.2. Tenders must be completed electronically using the attached documents.

9.3. All documents requiring a signature shall be signed:

- where the Tenderer is an individual, by that individual
- where the Tenderer is a Partnership, by two duly authorised Partners
- where the Tenderer is a Company, such persons being duly authorised for that purpose.

9.4. The Tenderer shall produce upon request from the Council documentary proof of any authorisation referred to above.

9.5. The Tender and any documents accompanying it must be formatted in pdf read only format. The tender shall be completed in English. The file name of the document shall not be more than 30 characters in length and must clearly identify the item enclosed e.g. Pricing Details, Insurance Policies.

9.6. Price and any financial data provided must be submitted in pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

10. SUBMISSION OF TENDERS USING HPCS

10.1. Tenders must be returned complete with all supporting and any additional information, including electronic signatures and submitted using the online e-tendering system. File names of all documents submitted shall clearly state the name of the document and which Evaluation Criteria it is relevant to.

10.2. The information and/or documents for this opportunity are available via <https://s2c.waxdigital.co.uk/ProcurementLBHaringey> Tenderers shall register on this site to submit their Tender Response. If already registered, Tenderers do not need to register again and may simply use their existing usernames and passwords.

10.3. The deadline for submitting Tender Responses is **17.00 hours GMT, Friday 21st July 2023**. Tenders may be submitted at any time before the Deadline. Tenders received before the Deadline will be retained in a secure environment, unopened until the Deadline has passed. In any event, Tenderers should allow themselves adequate time before the Deadline for uploading their Tender Responses onto the e-tendering system and should not leave it until the last minute.

- 10.4. If you experience any technical difficulties, please contact HPCS either via:
Telephone: 44 (0)161 367 2739; or
Website:
<https://s2c.waxdigital.co.uk/ProcurementLBHaringey/Bespoke/ContactUs.aspx>
- 10.5. The Council does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 10.6. Tenderers must ensure that access to the system is available to their representatives dealing with the contract and procurement. The council will not be liable for the lack of delegated access within the organisation and will not send any documentation regarding this procurement or contract, which shall be exclusively available through the portal.
- 10.7. Tenderers should not include in their tenders any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.
- 10.8. The Council may in its absolute discretion extend the closing date and the time for receipt of Tenders. All Tenderers will be notified, if any extension is granted.

11. LATE TENDERS

- 11.1. Any Tender received at the designated point after **17.00 hours GMT, Friday 21st July 2023** may not be considered unless the other tenders have not yet been opened and it is clear without any contact with the Tenderer that the Tender was sent in such a way that in the normal course of events it would have arrived on time.

12. QUERIES RELATING TO TENDER

- 12.1. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraph 12.3 of these Instructions.
- 12.2. The Council will answer all requests for clarification as quickly as possible but cannot guarantee a minimum response time. The Council has designated a specific window of time to deal with clarification requests from Tenderers.
- 12.3. All requests for clarification or further information in respect of this tender should be submitted via HPCS. The deadline for any such questions is **17.00 GMT on Friday 7th July 2023**. All questions will be responded to via HPCS.
- 12.4. In order to ensure equality of treatment of Tenderers, the Council intends to publish the questions for clarification, raised by Tenderers together with the Council's responses (but not the source of the questions) to all Tenderers on a regular basis.
- 12.5. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would be likely to prejudice its

commercial interests. However, if the Council in its sole discretion either considers that the query is not of a commercially confidential nature or is one in relation to which all Tenderers are likely to benefit from seeing both the query and Council's response, the Council will:

12.5.1. Invite the Tenderer submitting the query to either declassify the query and allow the query along with the Council's response to be circulated to all Tenderers; or

12.5.2. Request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

12.6. The Council reserves the right not to respond to a request for clarification or not to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

13. AMENDMENTS TO TENDER DOCUMENTS

13.1. Prior to the Deadline (for the receipt of Tenders), the Council may amend the ITT. Any such amended version of the ITT will be numbered and dated and issued by the Council to all prospective Tenderers by **Wednesday 5th July 2023**. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Council may, at its discretion, extend the Deadline.

14. MODIFICATION AND WITHDRAWAL

14.1. Tenderers may modify their Tender after it has been submitted through via HPCS prior to the Deadline. No Tender may be modified subsequent to the Deadline.

14.2. Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to the Council's confirmation of its acceptance of their Tender. The notice to withdraw the Tender shall be sent via HPCS.

15. RIGHT TO REJECT/DISQUALIFY

15.1. The Council reserves the right to reject or disqualify a Tenderer where:

(a) the Tenderer fails to comply fully with the requirements of this Invitation to Tender; and/or

(b) the Tenderer is guilty of serious misrepresentation in relation to its expression of interest; its Tender; and/or in supplying any other information in the Tender process; and/or

(c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer;

(d) subject to 15.6 below, there is or appears to be a conflict of interest arising between the Council and the Supplier.

15.2. The Council wishes to avoid conflicts of interest. In particular, Tenderers should note that the Council may regard a conflict of interest as arising where the

Tenderer and/or a member or members of its supply chain has been involved in advising the Council on matters relating to this procurement or in the preparation of documents or information relating to this procurement.

- 15.3. A conflict may also arise where a Tenderer and/or a member of its supply chain has been involved in advising the Council on other Council projects.
- 15.4. A conflict may also arise where a staff member from the Tenderer is related to one of the Council's members of staff or a councillor.
- 15.5. Tenderers should note that the Council may disqualify a Tenderer and/or its supply chain members where there is an actual, apparent or potential conflict of interest.
- 15.6. Before any decisions to disqualify or otherwise are taken Tenderers will be offered the opportunity to prove that in the light of all relevant circumstances their participation would not have an adverse effect on competition.

16. CANVASSING

16.1. Any Tenderer who:

- i. directly or indirectly canvasses any officer, member, employee, or agent of the Council concerning any other such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender; or
- ii. has approached any employee of the Council, other than the Council's Authorised Officer, or his/her nominee (and "approached" includes the obtaining of any information in relation to this Tender, any other Tender submitted by another Tenderer for a Contract or any other information in relation to these Tender Documents), will be disqualified.

17. COLLUSIVE BEHAVIOUR

17.1. Any Tenderer who:

- i. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- ii. communicates to any party other than the Council or, as applicable, the amount or approximate amount of its proposed Tender or information which would enable the amount or appropriate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or necessary security): or
- iii. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or

- iv. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- v. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission;
- vi. in connection with its Tender or the award of the Contract has committed an offence under the Bribery Act 2010, or gives any fee or reward the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972;
- vii. makes or attempts to make any variation or alteration to the terms of the ITT Documents without bringing this to the Council's attention, except where the variation or alteration is expressly permitted; or
- viii. in returning the Tender has not returned the documents in accordance with the instructions contained in this ITT.

shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

18. RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS

18.1. The Council reserves the right to:

- (a) amend the terms and conditions of this Invitation to Tender;
- (b) require the Tenderer to clarify its Tender in writing and/or provide additional information and failure to respond adequately may result in the Tenderer not being selected; and/or
- (c) cancel the tender process at any stage.

19. NOTIFICATION OF INTENTION TO AWARD THE CONTRACT

19.1. The Council will inform all Tenderers in writing via email of any intention to award a Contract.

19.2. All unsuccessful Tenderers will be provided with an "unsuccessful letter" in writing via email notifying them of the outcome of the evaluation exercise and the Council's intentions as to the award. This will include details of:

- The award criteria;
- The Tenderer's score;
- The score of the successful Tenderer(s);
- Details of the standstill period.

20. CONFIRMATION OF AWARD

- 20.1. In accordance with good procurement practice, there will be a standstill period of 10 calendar days after the date of issue of notification of the intended award. Subject to there being no formal legal challenge to the intended award, the Council will notify the successful Tenderer(s) in writing of the acceptance of their Tender for the Contract and will publish an award notice in Contract Finder within a reasonable time of the award.

21. ACCEPTANCE OF TENDER AND EXECUTION OF THE FORMAL CONTRACT

- 21.1. Each Tenderer in submitting a Tender undertakes that in the event of the Tender being accepted by the Council and the Council confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Council execute the formal Contract substantially in the form set out in Section 4 of this ITT.
- 21.2. The Council shall be under no obligation to accept the lowest priced or any Tender.

22. VALUE ADDED TAX (V.A.T.)

- 22.1. All prices, rates, etc., quoted by Tenderers in their Tenders are to be exclusive of Value Added Tax.

23. DISCLAIMERS

- 23.1. Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 23.2. Neither the Council, nor their advisors, nor their respective members, directors, officers, partners, employees, other staff or agents:
- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
 - (b) accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 23.3. Any persons considering making a decision to enter into contractual relationships with the Council following receipt of the ITT should make their own investigations and their own independent assessment of the Council and/or, as applicable, its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including those in other Sections or in the Appendices of the ITT) is only authorised to be provided following a query made in accordance with

paragraph 12 of this ITT.

23.4. Any Contract concluded as a result of this ITT shall be governed by the law of England and Wales.

24. NO INDUCEMENT OR INCENTIVE

24.1. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Contract or any other contractual agreement.

SECTION 2

SERVICE SPECIFICATION

Please complete tab 1 'Functional Specification – PART B' on the attached Excel Workbook

SECTION 3

TENDER EVALUATION CRITERIA

TENDER EVALUATION CRITERIA

The Product Specification Questionnaire will be scored against yes/no responses and awarded the total marks available for each yes response. Maximum total of 200.

The Method Statement Questions will be scored out of a maximum total of 200 based on the evaluative criteria set out in the table below:

Score	Assessment	Interpretation
0	Unacceptable	Unacceptable response provided which fails to demonstrate any understanding of the Authority's Requirements and gives significant cause for concern about the delivery or implementation of the Services.
1	Poor	Poor response against the Authority's Requirements and/or creates a high level of disproportionate risk to the Authority or to the delivery of the Services. Response fails to demonstrate a substantive understanding of the Authority's Requirements and gives significant cause for concern about the delivery or implementation of the Services.
2	Satisfactory	Satisfactory response against the Authority's Requirements and/or creates a some level of disproportionate risk to the Authority or to the delivery of the Services. Response fails to demonstrate a reasonable understanding of the Authority's Requirements and gives some cause for concern about the delivery or implementation of the Services.
3	Acceptable	Acceptable response provided against the Authority's Requirements without creating significant risk to the Authority or the implementation of the Services. Response is broadly compatible with the Authority's Requirements and demonstrates a sound understanding of the requirements. Only moderate reservations about the response. The proposals demonstrate some innovation and aspiration.
4	Very Good	Very good response provided against the Authority's Requirements without creating a disproportionate level of risk to the Authority or the delivery or implementation of the Services. Response inspires great confidence and exceeds or meets the Authority's Requirements with all Requirements being addressed thoroughly and convincingly. No significant reservations about the response. The proposals demonstrate significant innovation and aspiration.
5	Excellent	Excellent response provided against the Authority's Requirements and/or minimises the level of risk to the Authority or implementation of the Services. Response demonstrates total confidence in delivering the Services and exceeds the Authority's Requirements with evidence provided in support of all aspects of the response. No reservations about the response. The proposals are highly innovative and aspirational.

1. INTRODUCTION

- 1.1 The tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender (MEAT). This involves an evaluation of Capability, Quality and Cost in 2 stages as follows:

- Stage 1 – Capability Assessment– based on the Evaluation Methodology set out in Section 8 pass/fail. If successfully completed please move on to
 - Stage 2 - ITT Checklist – pass/fail. If successfully completed move on to
 - Stage 3 – Quality and Cost Evaluation – 100%
- 1.2 Haringey Council intends its approach to be equitable, auditable and transparent.
- 1.3 Tenderers should ensure that they understand the evaluation criteria fully, as the submitted documentation will be assessed against pre-determined scores.
- 1.4 Tenders submitted without all information required by this ITT will be considered incomplete and will be rejected.

2. STAGE 1: CAPABILITY ASSESSMENT VIA SELECTION QUESTIONNAIRE (SECTION 8)

- 2.1 Please complete the Selection Questionnaire set out in Section 8 of the ITT.
- 2.2 The Selection Questionnaire has a separate scoring system. The Selection Questionnaire sets out the information which is required by the Council in order to assess the suitability of Tenderers in terms of their technical knowledge, capability/capacity, organisational and financial standing to meet the requirements. The purpose of the Selection Questionnaire evaluation is to enable the Council to assess Tenderers in accordance with its minimum requirements so that only those Tenderers that meet or exceed minimum requirements are evaluated further.
- 2.3 Please see Section 8 of the ITT which outlines how the Selection Questionnaire is evaluated.

3. STAGE 2: QUALITY AND PRICE EVALUATION OF TENDERS FOR AWARD OF THE CONTRACT

- 3.1 The second stage of the evaluation will be on Quality as reflected in Tenderers' responses to the Product Specification Questionnaire, the Method Statement requirements and on Price as reflected in tab 2) Quotation for Cost in the Excel Workbook. The Tenders will be evaluated against Quality and Price as follows:
- Quality – 40%
 - Price – 60%
- 3.4 The Method Statement responses and completed Quotation for Cost will be evaluated against the above criteria. This section of the ITT details the basis on which the Tenders will be assessed.
- 3.5 Following Stage 1 and 2 evaluations, Tenderers will be invited to provide a product demonstration and asked to attend a clarification meeting, where appropriate. The Council reserves the right not to invite to clarification meetings any Tenderer who, on the basis of the Council's initial assessment of Method

Statement responses and completed Pricing Details, is not considered to have any realistic prospect of being awarded the Contract.

- 3.6 The clarification questions will be based upon Tenderers' responses to the Method Statement Questionnaire that require further clarification and the questions will be developed and agreed by the panel following their Method Statement evaluations. This clarification meeting will not be assessed but will be used as an aid to Method Statement (Quality) evaluation.
- 3.7 Tenderers must accept that they shall be required to attend a clarification meeting (where required) as part of the evaluation process. Clarification meeting will be held on 2nd August 2023. Please ensure that you have relevant staff available for clarification meeting.

4. EVALUATION CRITERIA AND SCORING

4.1 Stage 1: Selection Questionnaire

Selection Questionnaire Criteria	Evaluation Criteria	Measurement
STAGE 1: Selection Questionnaire Please see Section 8 of the Selection Questionnaire which outlines how the Selection Questionnaire is evaluated.	See Evaluation Methodology in Section 8	Section 8 Selection Questionnaire

4.2 Stage 2: Quality and Price Evaluation

4.2.1 Quality:

Points will be allocated based on the following evaluation criteria:

Award Criteria	Score	Measurement
Quality Tenderers shall submit the completed Technical Specification Questionnaire and the completed Method Statements. The details will be evaluated based on the Method Statement Questions (200 points) and the Technical Specification Questionnaire (200 points) with 40% / 400 points being the total maximum score for the Method Statement Questions and the Technical Specification Questionnaire.	40% 400 points	Section 9 Method Statements

4.2.2 Price:

Points will be allocated based on the following evaluation criteria:

Award Criteria	Score	Measurement
----------------	-------	-------------

Award Criteria	Score	Measurement
<p>Price – Tenderers shall submit the completed Pricing Details along with their Form of Tender.</p> <p>The total contract price for years 1-3, taken from Section 6 of this ITT to calculate the scores for price.</p> <p>A score for the tendered price will be created by dividing the lowest price tender by the tendered price. This ratio is multiplied by the price weighting 60% (600 points) to give a price score for each Tenderer. as shown in the example table below.</p>	<p>60%</p> <p>600 points</p>	<p>Section 6</p> <p>Pricing Details</p>

Example of Price Evaluation:

Organisation	Price	Evaluation Method	Scores
A	£100,000	$(100,000/100,000) = 1 \times 600 = 600$	600 points
B	£125,000	$(100,000/125,000) = 0.80 \times 600 = 480$	480 points
C	£150,000	$(100,000/150,000) = 0.67 \times 600 = 402$	267 points

- 4.3 The highest scoring Tenderer based on a combination of scores on Quality and Price will be awarded the Contract.

SECTION 4

CONTRACT CONDITIONS

Please see attached Contract Conditions

SECTION 5

FORM OF TENDER

FORM OF TENDER

CONTRACT FOR: Digital Engagement Platform

CONTRACT PERIOD: 3 years plus one year plus one year

To: The Mayor and Burgesses of the London Borough of Haringey.

I / We _____ your Place Your Space
Ltd _____

carrying _____ on _____ business _____ at:

_____ 29 Francis Road Edgbaston Birmingham B16
8SN _____

1. Hereby Tender and undertake to Supply and Deliver (and where requested install, configure and maintain) the Goods and or/ Services, or execute the Works specified and as required to be performed in accordance with the Contract(s) Service Specification, Pricing Details and other documents set out in the Tender Documents to which this Form of Tender relates and shall do so throughout the period of this Contract, to the extent that the same shall be ordered by the Council.

2. Should my/our Tender be accepted, I/We agree to enter into a formal Contract prepared by the Council's legal advisers and until such Contract is executed, this Tender and the written acceptance thereof by the Council shall constitute a binding Contract.

3. I/We further declare and certify that this is a bona fide Tender intended to be competitive and I/We are not parties to any agreement or arrangements, under which:
 - a) I/We communicated to any person(s) other than the Council the amount or approximate amount of the proposed Tender before the time of submission of this Tender.

 - b) I /We have fixed or adjusted the amount of the Tender or asked any other Person(s) or Tenderer(s) to refrain from Tendering or reimbursing any part of their Tendering costs.

 - c) I/We offered or paid or gave 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 omitting any act or thing of the sort described above in relation to this Tender or any other Tender(s) or Contract(s) with the Council.

In this certificate, the word "Person" includes any persons and any body or association, corporate or incorporate, and "any agreement or arrangements" includes any such transaction, formal or informal, and whether legally binding or not.

4. I/WE understand that the Council is not bound to accept the lowest or any Tender and that if circumstances necessitate the Council reserves the right to accept such proportion(s) of any Tender as it may see fit to select and there shall be no adjustment in price for part acceptance.
5. I/We agree to abide at all times by the Health and Safety at Work etc. Act 1974 and any other Acts, Regulations, Orders or Rules of law pertaining to health and safety and fulfil my/our obligations under the Act and in particular the Council's Health and Safety policies.
6. I/We agree to observe all relevant race relations legislation including the Equality Act 2010 and all relevant guidance and codes of Practice.
7. I/We understand that the information contained in the Tender Documents is **STRICTLY CONFIDENTIAL** and undertake not to divulge any of the information contained therein to third parties other than is absolutely essential for tendering purposes or to perform my/our obligations under any contractual arrangements with the Council.
8. I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender Documents shall not affect the conditions of Tender and may cause the Tender to be rejected.
9. I/We agree that my/our Tender will remain open for acceptance for a period of 26 weeks from the 'Tender Return' Deadline.
11. The Total Tender Sum for **{3 + 1 + 1 years}** contract term (brought forward from tender summary), inclusive of all charges, but exclusive of V.A.T.

£ 45,000.00 in words: Forty Five Thousand
Pounds _____

Company Name: YOUR PLACE YOUR SPACE LTD

Address: _____ 29 FRANCIS ROAD, EDGBASTON,
BIRMINGHAM B16 8SN _____

0121 410 5520

Telephone Number: _____ Fax Number:

Print Name(s): (1) _____ MR JONATHAN PAUL
BOSTOCK _____


(2)

Position(s) in Company: (1) _____ MANAGING
DIRECTOR _____

(2)

Signature(s):

(1)



(2)

Dated this _____ 19TH _____ day of JULY _____ 20
23 _____

SECTION 6

PRICING DETAILS

Please see tab 2 'Quotation for Cost' and tab 3 'Rate Table' of Excel workbook attached

SECTION 7

CERTIFICATE OF NON-COLLUSION

CERTIFICATE OF NON-COLLUSION

TENDER FOR **Digital Engagement Platform**
RETURNABLE ON **17.00 Friday 21st July 2023**

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we 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 by, under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable date of this tender any of the following acts:

- (a) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender;
- (b) entering into any agreement or arrangement with any other person that they shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) offering or paying or giving or agreeing to pay or give any sum of money 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 tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Signed  _____ Partner/ Director

Full Name of Tenderer **Jonathan Paul Bostock**

Address **29 Francis Road, Edgbaston, Birmingham B16 8SN**

Date **19th July 2023**

SECTION 8

SELECTION QUESTIONNAIRE

VOLUME 1

**INFORMATION AND GUIDANCE FOR
COMPLETING SELECTION QUESTIONNAIRE**

Digital Engagement Platform Procurement June 2023

1. INTRODUCTION

- 1.1. This Selection Questionnaire (SQ) sets out the information which is required by the Authority in order to assess the suitability of potential suppliers in terms of their technical knowledge , experience, capability/capacity, organisational and financial standing to meet the requirement.
- 1.2. In order to evaluate your ability to meet the advertised requirement, the authority asks all potential suppliers to complete the SQ and where required, submit supporting information. This guidance and the SQ should be read in conjunction with all other accompanying documents.
- 1.3. No information contained in this SQ or in any communication made between the authority and any potential supplier(s) in connection with this SQ shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered regarding this opportunity.

2. NOTES FOR COMPLETION

- 2.1. The “Authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
- 2.2. “You” / “Your” refers to the potential supplier completing this Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- 2.3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified using a template provided in Annex B of this guidance document. If you need to provide additional Annexes in response to the questions, these should be numbered clearly and listed.
- 2.4. If you cannot provide a response to a question your SQ will be deemed non-compliant. If a SQ is deemed to be non-compliant, the Tender may be rejected and excluded from further consideration in this procurement.
- 2.5. Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that your SQ will be disqualified and will not be evaluated.

- 2.6. The Authority recognises that arrangements set out in section 1.2 of the Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
- 2.7. For Part 1 and Part 2 every organisation that is being relied on to meet the selection criteria must complete and submit the self-declaration.
- 2.8. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.
- 2.9. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
- 2.10. **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**
- 2.10.1. The Selection Questionnaire (SQ) is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion⁵. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
- 2.10.2. A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

⁵ For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

2.10.3. When completed, please submit this form via the authority's E-tender portal Haringey Procurement & Contract Management System (HPCS) [London Borough of Haringey - Login \(waxdigital.co.uk\)](http://waxdigital.co.uk) by **17.00 Friday 21st July 2023**. Please note that completed SQs received after the closing date may be rejected. The Authority cannot accept a request for documentation or SQ via any other means than the E-Tender portal.

NB: If you experience any technical difficulties, please contact the HPCS Helpdesk on email hpcs@haringey.gov.uk

2.11. Potential suppliers should allow themselves adequate time before the deadline for uploading their SQ onto the e-tendering system and should not leave it until the last minute.

2.11.1. Please note that a completed European Single Procurement Document (ESPD) will be accepted in place of Parts 1 and 2 of the SQ form. If you submit an ESPD in place of Parts 1 and 2, you must also submit the following where applicable, using Annex B of this SQ:

- (i) **ESPD Part III/A (Grounds relating to criminal convictions)** - If you have answered 'Yes' to any of the questions in this section, please answer SQ Part 2, Question 2.1(b) and 2.2 in relation to these ESPD Part III/ A questions.
- (ii) **ESPD Part III/B (Grounds relating to the payment of taxes or social security contributions)** - If you have answered 'Yes' to any of the questions in this section, please answer SQ Part 2, Question 2.3(b) in relation to these ESPD Part III/ B questions.
- (iii) **ESPD Part III/C (Grounds relating to insolvency, conflicts of interests or professional misconduct)** - If you have answered 'Yes' to any of the questions in this section, please answer SQ Part 2, Question 3.2 in relation to these ESPD Part III/ C questions and provide details of the relevant circumstances.
- (iv) **Concluding Statements and Declaration (ANNEX A)** – Please read the Concluding Statement and Declaration really carefully and then complete and sign. Please note that the Concluding Statement and Declaration should be signed by you, the potential supplier or a partner or authorised representative in his or her own name on behalf of the organisation

2.12. **Supplier Selection Questions: Part 3**

2.12.1. This procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

2.12.2. If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

2.13. **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, online ESPD or any other document submitted in connection with this procurement, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

3. **SQ EVALUATION METHODOLOGY**

- 3.1. This SQ has been designed to assess the suitability of a potential supplier to deliver the authority's contract requirement(s) as far as possible by self-certification. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the potential supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation.
- 3.2. When requesting evidence that the supplier can meet the specified requirements (such as the questions in Part 3, section 6 of this SQ relating to Technical and Professional Ability) in relation to which the Potential supplier is asked to self-certify, the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning supplier only.
- 3.3. Following the final tender evaluation, the authority shall request the preferred supplier to submit their supporting documents within **48 hours** of the request.
- 3.4. The SQ and supporting documents will be assessed by the representatives or nominees of the Authority. For the purpose of this SQ exercise a consensus meeting will not be held because each section will be evaluated by one evaluator only and so a consensus does not need to be reached.
- 3.5. Please note that some questions are not scored either because they are for information only or because they are essential requirements and will be evaluated on a 'Pass / Fail' criterion.
- 3.6. If you claim to have applied corrective action in response to any question then you must include in your response an explanation that clearly demonstrates what corrective action was taken and how this remedied the issue.

- 3.7. If damages have been successfully claimed against you then you will be asked to provide an explanation of what these damages were and the circumstances that led to their award.

3.8. **Part 1 – Potential supplier information**

Part 1 is used to gather the necessary details to understand the nature of the organisation and legal entity participating in the procurement exercise, and where appropriate the composition of their supply chain. It is not scored as the answers to the questions are for information only, but a potential supplier may be excluded on the grounds of providing insufficient or false information.

Please read, complete and sign the declaration statement. Please note that the declaration should be signed by you, the potential supplier, or a partner or authorised representative in his or her own name on behalf of the organisation.

3.9. **Part 2 – Exclusion Grounds**

3.9.1. **Section 2 Grounds for mandatory exclusion**

3.9.1.1. You are required to answer **YES** or **NO** to the questions set out in this section.

3.9.1.2. The authority will exclude potential suppliers from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision under the laws of your organisation's country of establishment or of any UK jurisdiction which found a breach of legal obligations to pay tax or social security obligations (except either, on an exceptional basis, for overriding reasons relating to the public interest such as public health or protection of the environment or where an exclusion is disproportionate e.g. only minor amounts involved).

3.9.1.3. If you answer **YES** to any of the questions in this section and/or the authority has other external evidence of convictions or breach of relevant obligations, you will be required to provide sufficient evidence, using the template provided in Annex B, that provides a summary of the circumstances and of any self-cleaning measures that your organisation has taken which are sufficient to demonstrate its reliability as a supplier despite the conviction or breach of obligation or misconduct in question. The potential supplier has to demonstrate it has taken such remedial action to the Authority's satisfaction in each case. If such evidence is considered sufficient by the Authority (whose decision will be final) the potential supplier concerned shall be allowed to continue in the procurement process.

3.9.1.4. In order for the evidence referred to above to be sufficient, the potential supplier shall, as a minimum, prove that it has:

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

3.9.1.5. The measures taken by the potential supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the potential supplier will not be allowed to continue in the procurement process and will be given a statement of the reasons for that decision.

3.9.2. **Section 3: Grounds for discretionary exclusion**

3.9.2.1. You are required to answer **YES** or **NO** to the questions set out in this section.

3.9.2.2. The authority may exclude from the procurement process any potential supplier who answered **YES** that any of the situations set out in Section 3 as grounds for exclusion applied.

3.9.2.3. If you have answered YES to any questions in SQ question 3.1 and/or 3.2, you will be required to provide sufficient evidence, using the template provided in Annex A, that provides a summary of the circumstances and of any self-cleaning measures that your organisation has taken which are sufficient to demonstrate its reliability as a supplier despite the situation in question. The potential supplier has to demonstrate it has taken such remedial action to the Authority's satisfaction in each case. If such evidence is considered sufficient by the Authority (whose decision will be final), the potential supplier concerned shall be allowed to continue in the procurement process.

3.9.2.4. In order for the evidence referred to above to be sufficient, the potential supplier shall, as a minimum, prove that it has:

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

3.9.2.5. The measures taken by the potential Supplier shall be evaluated taking into account the gravity and particular circumstances of the

criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the potential supplier will not be allowed to continue in the procurement process and will be given a statement of the reasons for that decision.

3.10. Part 3: Selection Questions

3.10.1. Section 4: Economic and Financial Standing

3.10.1.1. You are required to answer **YES** or **NO** to the applicable questions in this section.

3.10.1.2. Your submitted information will be assessed using the following criteria:

3.10.1.2.1. There is a total possible score of 40 for question 4.1. A score of 15 or below will result in your organisation's elimination from the process.

Score	Outcome
0-15	Fail
16-40	Pass

Please see scoring methodology set out in paragraph 3.10.1.5 and 3.10.1.7 below.

3.10.1.2.2. Where the preferred provider is a subsidiary of a parent company (and will be providing a parent company guarantee) or is a member of a consortium, then all of the information requested in this section is required from both the bidder and the parent company or from each consortium member. Please note that the Financial Statements of the bidder company, parent company and all consortium members are to be provided where applicable.

3.10.1.2.3. If you are applying as a consortium and/or propose to sub-contract any material part of the provision of the services under the Contract, each consortium member (in the case of a consortium bid) and material sub-contractor (in addition to the potential supplier, in the case of a prime contractor/sub-contractor arrangement) will be required to submit its financial information, which will then be assessed in line with the evaluation criteria set out below. The Authority reserves the right to exclude the Potential supplier (and so exclude all members of the relevant consortium/both the prime contractor and its sub-contractors) from further participation in this procurement process where (in the case of a consortium bid) any consortium member fails the

financial assessment or (in the case of any prime contractor/sub-contractor arrangement) either the Potential supplier as prime contractor or any material sub-contractor fails the financial assessment.

- 3.10.1.2.4. The financial information provided will be evaluated in a number of ways. The Authority will undertake credit checks (if available) and will use your financial submission and information you provide in this part of the SSQ. These will be used to calculate a number of financial ratios for evaluating the financial well-being of all the organisations submitting a bid or involved in a bid.

Note: Potential suppliers are advised to check their credit report with Experian for any inaccuracies that can be rectified before the Authority obtains the report for financial evaluation.

If credit report is unavailable, the Authority's Finance Team will carry out assessment based on risk analysis of overall financial statements supplied by the potential suppliers and will apply the scores accordingly.

NHS Trusts, local authorities and public sector organisation tendering for the contract will be treated as government organisations for the purposes of credit scoring and will be awarded maximum points allocated for credit scoring.

3.10.1.3. Established companies set up for longer than 3 years

Established companies set up for longer than 3 years **MUST** provide audited or independently examined company financial accounts that provide figures for at least the past two years of trading.

3.10.1.4. New companies trading for 3 years or less.

Companies trading for 3 years or less are required to provide the following information:

- (a) **Companies trading 2-3 years:** To provide minimum one year's audited accounts.

If an organisation is unable to provide 2 years of audited trading figures then they should also provide:

- (i) cash flow forecast for next 3-5 years; projected P&L; and

- (ii) projected year end balance sheet position for the current year of trading

These statements must be certified by a qualified accountant or independent auditor

(b) Companies trading less than 2 years:

- (i) To submit one year's audited accounts; and
- (ii) A statement of the turnover, profit and loss and cash flow position for the most recent full year (or part year if full year not applicable) trading and a year end balance sheet (these statements must be certified by a qualified accountant or independent auditor).

If no audited accounts then:

- (iii) A statement of the turnover, profit and loss and cash flow position for the most recent full year (or part year if full year not applicable) trading and a year end balance sheet;
- (iv) Cash flow forecast for next 3-5 years; and
- (v) A bank letter outlining the current cash and credit facility position available to the company

The statements in (i) to (iv) must be certified by a qualified accountant or independent auditor

3.10.1.5. The following methodology will be used to calculate the scores for established companies set up for longer than 3 years and new companies trading for 3 years or less

1.	<u>Net Profit Margin %</u>	
	Range	Score
	> 10	5
	9 - 10	4
	7 - 8	3
	5 - 6	2
	3 - 4	1
	0 - 2	0
2.	<u>Current Asset Ratio %</u>	
	Range	Score
	> 2.5	5
	2.1 - 2.5	4
	1.8 - 2.0	3

	1.5 - 1.7	2
	1.1 - 1.4	1
	0 -1.0	0
3.	<u>Return on Capital Employed (ROCE) %</u>	
	Range	Score
	> 20	5
	> 16 - 20	4
	> 11 – 15	3
	> 6 – 10	2
	> 0 – 5	1
	0	0
4.	<u>Gearing %</u>	
	Range	Score
	0	5
	1 - 5	4
	6 - 15	3
	16 - 25	2
	26 – 40	1
	> 40	0
5.	<u>Credit Rating / Risk Analysis</u>	
	Range	Score
	Minimum, low or very low risk	20
	Lower than average risk	15
	Higher than average risk	10
	High, maximum or undetermined risk	0
<u>Definitions</u>		
1.	Net profit margin PBIT / Turnover as a %	
2.	Current ratio	Current Assets / Current Liabilities
3.	ROCE	Profit before Interest & Tax / Total Assets less Current Liabilities
4.	Gearing	Total long term debt / Capital Employed
5.	Credit Rating	Based on Experian credit report if available; if, unavailable assessed by the Authority's Finance Team based on risk analysis of overall financial statements supplied.

3.10.1.6. Not-For-Profit (NFP) organisations

NFP organisations must submit the following:

(a) Companies trading 3 years or more

Must provide audited or independently examined company financial accounts that provide figures for at least the past two years of trading.

(b) Companies trading 2-3 years

To provide minimum 1 year's audited accounts.

If this does not indicate 2 years of audited trading figures then you should also provide a cash flow forecast for next 3-5 years; projected P&L and projected year end balance sheet position for the current year of trading

These statements must be certified by a qualified accountant or independent auditor

(c) Companies trading less than 2 years

(i) To provide minimum of 1 year's audited accounts.

If no audited accounts are available then you must provide:

- (ii) A statement of the turnover, profit and loss and cash flow position for the most recent full year (or part year if full year not applicable) trading and an end year balance sheet;
- (iii) Cash flow forecast for next 3-5 years; and
- (iv) A bank letter outlining the current cash and credit facility position available to the company.

The statements in (ii) and (iii) must be certified by a qualified accountant or independent auditor).

3.10.1.7. The following methodology will be used to calculate the scores for Not-For-Profit (NFP) organisations

1. <u>Current Asset Ratio</u>	
Range	Score
> 2.5	5
2.1 - 2.5	4
1.8 - 2.0	3
1.5 - 1.7	2
1.1 - 1.4	1
0 -1.0	0
2. <u>Gearing %</u>	
Range	Score
0	5
1 - 5	4
6 - 15	3

16 - 25	2
26 – 40	1
> 40	0
3. <u>Defensive Interval also known as ‘Cash to Expenses’ ratio</u>	
<u>Cash + Marketable Securities + Receivables</u> Average Monthly Expenses	
Range	Score
12	5
9-11	4
6-8	3
3-5	2
1-2	1
0	0
4. <u>Turnover to Net Assets ratio (%)</u>	
<u>Turnover</u> Net Assets	
Range	Score
> 20	5
16 - 20	4
11 - 15	3
6 - 10	2
1 - 5	1
0	0
5. <u>Credit Rating / Risk Analysis</u>	
Range	Score
Minimum, low or very low risk	20
Lower than average risk	15
Higher than average risk	10
High, maximum or undetermined risk	0

3.10.1.8. SQ 4.2 – Turnover:

For this procurement, the potential supplier’s minimum annual turnover should be £125,000 for each of the most recent two financial years.

By answering ‘Yes’ or ‘No’, please confirming whether you meet the requirements set out in 4.2.

If you are applying as a consortium, the turnover assessment will be on the basis of a consolidated sum of all members of the consortium together.

3.10.2. **Section 5 – Economical and Financial Standing of those organisations involved in your Tender and/or any Guarantor(s).**

3.10.2.1. The Authority will use the information that you provide in this section, with that from SQ sections 1 to evaluate the economic and financial standing of those organisations involved in your Tender and/or any Guarantor(s).

3.10.2.2. You are required to answer **YES** or **NO** to the applicable questions in this section.

3.10.2.3. **Pass** – If you have answered ‘Yes’ to question 5.1 or 5.2. The preferred provider will be required to submit parent company accounts and guarantee, if requested by the authority.

If you have answered ‘Yes’ to 5.3, the authority may require you to submit the guarantee.

The authority will carry out financial risk assessment of the parent company or Guarantor(s) and reserve the right to exclude the potential supplier from further participating in this procurement process where parent company or Guarantor(s) fails the financial risk assessment. Please refer to paragraph 3.9.1.2 to 3.9.1.7 for evaluation methodology.

3.10.2.4. **Fail** - The potential supplier states 'Yes' in response to question 5.1 and 5.2 or question 5.3 but fails to provide the relevant information, upon requested by the authority;
Or
the potential supplier states ‘Yes’ in response to question 5.1 but states ‘No’ in response to question 5.2 or vice versa and has not provided a sufficient explanation.

3.10.3. **Section 6 – Technical and Professional Ability**

Question 6.1, 6.2 and 6.3 – Relevant experience and contract examples

3.10.3.1. The authority has requested details of up to three contract examples demonstrating experience that are relevant to its requirements. Potential suppliers are asked to submit details of contracts where the named customer contact is prepared to provide written evidence to the authority to confirm the accuracy of the information provided.

3.10.3.2. By providing the contract details requested, the potential supplier is agreeing to waive, for the purposes of this selection process, any contractual or other confidentiality rights and obligations associated with the contract details provided. The authority reserves the right to

contact the named customer contact in Section 6 regarding the contract examples.

3.10.3.3. This section will be evaluated using a **Pass/Fail** criterion.

- **Pass** – The potential supplier has provided the requested details for up to 3 relevant contracts in response to questions 6.1 or provided a satisfactory explanation in response to question 6.3 which demonstrates that the potential supplier has the technical and professional ability to perform in some other way that still shows relevance to the authority's requirements.

If potential supplier does not intend to use Sub-contractor(s) and stated 'N/A' in response to question 6.2; Or provided a satisfactory explanation and sufficient evidence to demonstrate their ability to maintain healthy supply chains with sub-contractor.

- **Fail** - The potential supplier has not provided any relevant contract details in response to questions 6.1 and has not provided a satisfactory response to question 6.3 or has provided limited evidence to demonstrate experience relevant to the authority's requirements; Or

In response to question 6.2, potential supplier has indicated that Sub-contractor will be used in delivering the requirement services specified in this procurement and have provided insufficient explanation and supporting evidence to demonstrate their ability to maintain healthy supply chains with sub-contractor.

3.10.3.4 The authority requires all potential suppliers to complete the IT Security Checklist (Appendix 1). **Please note this is a pass/fail question.** Failure to achieve a **minimum score of 66 or respond 'No' to Questions 1 and 2** in the Assessment Questions, will result in a fail status and the potential supplier will be excluded from participating any further in this procurement

3.10.4. **Section 7 - Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015**

3.10.4.1. The authority as a contracting authority is required to determine if potential suppliers are relevant commercial organisations (as defined by Section 54 of the Modern Slavery Act 2015) and, if so, if they comply with:

- The annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015
- 3.10.4.2. If the potential supplier ticks 'Yes' and provides the relevant url link or if the potential supplier is not a relevant commercial organisation and so ticks 'No' then this will be accepted by the Authority.
- 3.10.4.3. This section will be evaluated using a **Pass/Fail** criterion.
- **Pass** – The potential supplier states 'Yes' in response to question 7.1 and states 'Yes' and provides the relevant url link in response to question 7.2
Or the potential supplier states 'No' in response to question 7.1.
Or the potential supplier states 'Yes' in response to question 7.1 and states 'No' in response to question 7.2 and provides a satisfactory explanation and commitment to comply in future.
 - **Fail** – The potential supplier states 'Yes' in response to question 7.1 and question 7.2 but fails to provide the relevant url link.
Or the potential supplier states 'Yes' in response to question 7.1 but states 'No' in response to question 7.2 and has not provided a sufficient explanation and commitment to comply in future in response.

3.10.5. Section 8 – Additional Questions

3.10.5.1. Question 8.1 – Insurance

- 3.10.5.1.1. You are required to answer **YES** or **NO** to this question.
- 3.10.5.1.2. Your response to question 8.1 will be evaluated using a **Pass/Fail** criterion.
- Pass – The potential Supplier answered 'Yes' to self-certify that either it has the necessary insurance levels in place at the time of completing the SQ or it can commit to obtain the required levels if successful prior to contract commencement.
 - Fail – The potential Supplier self certifies that it does not already have the required levels of insurance and can not commit to obtaining them in time. Or the potential supplier does not answer the question.

3.10.5.2. Question 8.2 – Business Continuity Plan

3.10.5.2.1. The Council has specified the requirement for your organisation to have a fully documented Business Continuity Plan. Potential suppliers are able to self-certify that they have a plan.

3.10.5.2.2. You are required to answer **YES** or **NO** to this question.

- **Pass** – The potential Supplier answered ‘Yes’ to self-certify that their organisation has a fully documented Business Continuity Plan in place.
- **Fail** – The potential Supplier self certifies that their organisation does not have a fully documented Business Continuity Plan in place **Or** the potential supplier does not answer the question.

VOLUME 2
SELECTION QUESTIONNAIRE

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection criteria must complete and submit the Part 1 and Part 2 self-declaration.

Section 1 Potential supplier information		
Reference	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Your Place Your Space Ltd
1.1(b) – (i)	Registered office address (if applicable)	15 Colmore Row, Birmingham B3 2BH
1.1(b) – (ii)	Registered website address (if applicable)	www.yourplaceyourspace.com
1.1(c)	Trading status	a) public limited company <input type="checkbox"/> b) limited company <input checked="" type="checkbox"/> X c) limited liability partnership <input type="checkbox"/> d) other partnership <input type="checkbox"/> e) sole trader <input type="checkbox"/> f) third sector <input type="checkbox"/> g) other (please specify your trading status): _____
1.1(d)	Date of registration in country of origin	27/09/2010
1.1(e)	Company registration number (if applicable)	7388106
1.1(f)	Charity registration number (if applicable)	N/A
1.1(g)	Head office DUNS number (if applicable)	216917850
1.1(h)	Registered VAT number	GB103824837
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> X

Section 1 Potential supplier information

Reference	Question	Response
	established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	N/A
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	N/A
1.1(k)	Trading name(s) that will be used if successful in this procurement	Your Place Your Space Ltd
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one)	a) Voluntary Community Social Enterprise (VCSE) <input type="checkbox"/> b) Sheltered Workshop <input type="checkbox"/> c) Public service mutual <input type="checkbox"/> N/A
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁶ ?	Yes <input type="checkbox"/> X No <input type="checkbox"/>

⁶ See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

Section 1 Potential supplier information

Reference	Question	Response
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ⁷	Mr Jonathan Paul Bostock
	• Name;	Jonathan Paul Bostock
	• Date of birth;	11/08/1958
	• Nationality;	British
	• Country, state or part of the UK where the PSC usually lives;	West Midlands
	• Service address	29 Francis Road, Edgbaston, Birmingham B16 8SN
	• Which conditions for being a PSC are met;	
• The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);	<p>Over 25% up to (and including) 50%, <input type="checkbox"/></p> <p>More than 50% and less than 75%, <input type="checkbox"/></p> <p>75% or more. ⁸ <input checked="" type="checkbox"/> X</p> <p>27/09/2010</p>	
(Please enter N/A if not applicable)		
1.1(o)	Details of immediate parent company:	N/A
	• Full name of the immediate parent company	N/A
	• Registered office address (if applicable)	N/A

⁷ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

⁸ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Section 1 Potential supplier information

Reference	Question	Response
	<ul style="list-style-type: none"> • Registration number (if applicable) 	N/A
	<ul style="list-style-type: none"> • Head office DUNS number (if applicable) 	N/A
	<ul style="list-style-type: none"> • Head office VAT number (if applicable) 	N/A
(Please enter N/A if not applicable)		
1.1(p)	Details of ultimate parent company:	N/A
	<ul style="list-style-type: none"> • Full name of the ultimate parent company 	N/A
	<ul style="list-style-type: none"> • Registered office address (if applicable) 	N/A
	<ul style="list-style-type: none"> • Registration number (if applicable) 	N/A
	<ul style="list-style-type: none"> • Head office DUNS number (if applicable) 	N/A
	<ul style="list-style-type: none"> • Head office VAT number (if applicable) 	N/A
(Please enter N/A if not applicable)		
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/> X</p> <p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at</p>

Section 1 Potential supplier information

Reference	Question	Response
		1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	N/A
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N/A
1.2(b) – (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X

1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					

	SME (Yes/No)					
	The role each sub- contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub- contractor					

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question Reference	Question	Response
1.3(a)	Contact name	Jonathan Bostock
1.3(b)	Name of organisation	Your Place Your Space Ltd
1.3(c)	Role in organisation	Managing Director
1.3(d)	Phone number	07432637322
1.3(e)	E-mail address	Jonathan.bostock@yourplaceyourspace.com
1.3(f)	Postal address	29 Francis Road, Edgbaston Birmingham B16 8SN
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	19th July 2023

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2 Grounds for mandatory exclusion		
Reference	Question	Response
2.1(a)	<p>Regulations 57(1) and (2)</p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p> <p>If Yes please provide details at 2.1(b)</p>
	Corruption.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p> <p>If Yes please provide details at 2.1(b)</p>
	Fraud.	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p> <p>If Yes please provide details at 2.1(b)</p>
	Terrorist offences or offences linked to terrorist activities	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p> <p>If Yes please provide details at 2.1(b)</p>
	Money laundering or terrorist financing	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p> <p>If Yes please provide details at 2.1(b)</p>
	Child labour and other forms of trafficking in human beings	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p> <p>If Yes please provide details at 2.1(b)</p>

Section 2 Grounds for mandatory exclusion

Reference	Question	Response
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	N/A
2.2	<p>If you have answered Yes to any of the points above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion (Self Cleaning).</p>	N/A
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation 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</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/> X</p>

Section 2 Grounds for mandatory exclusion

Reference	Question	Response
	in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	N/A

Please Note:

The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3 Grounds for discretionary exclusion

Reference	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/> X</p> <p>If yes please provide details at 3.2</p>
3.1(b)	Breach of social obligations?	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/> X</p> <p>If yes please provide details at 3.2</p>
3.1(c)	Breach of labour law obligations?	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/> X</p> <p>If yes please provide details at 3.2</p>
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/> X</p> <p>If yes please provide details at 3.2</p>

3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(j)	Please answer the following statements:	
3.1(j) – (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2

3.1(j) – (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(j) – (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.1(j) – (iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> X If yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion (Self Cleaning).	N/A

Part 3: Selection Questions

Section 4 Economic and Financial Standing		
Reference	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> X No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>

4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> X No <input type="checkbox"/>
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Section 5 If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:

Name of organisation	N/A
Relationship to the Supplier completing these questions	N/A

Reference	Question	Response
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.2	If you have answered 'Yes' to 5.1 above, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5.3	If you have answered 'No' to 5.1 and 5.2 above, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Section 6 Technical and Professional Ability

Reference	Question	Response		
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>			
	Contract 1	Contract 2	Contract 3	
Name of customer organisation	Gateshead Council	Denbighshire Council	Greenwich Council	
Point of contact in the organisation	Matthew Liddle	Jo Sutton	Rosalyn Smith	
Position in the organisation	Senior Corporate Officer	Public Engagement Officer	Deputy Communication & Engagement Manager	
E-mail address	MatthewLiddle@gateshead.gov.uk	jo.sutton@denbighshire.gov.uk	Rosalyn.smith@royalgreenwich.gov.uk	
Description of contract	Provide online engagement and consultation portal	Provide a Bilingual online engagement and consultation	Provide online engagement and consultation portal.	

Section 6 Technical and Professional Ability

Reference	Question	Response	
	for statutory, transport and community engagements. Modules include engagement, management, online surveys and discussions, mapping and panel management. Panel members are informed of every engagement created by email automatically.	portal for community engagements. Modules include engagement, management, online surveys discussions, and panel management. Panel members are informed of every engagement created by email automatically.	Modules include engagement, management, online surveys and discussions, mapping and panel management.
Contract Start date	2011	2017.	2009
Contract completion date	Ongoing	Ongoing	Ongoing
Estimated contract value	£7,500 - £10,000 PA	£7,500 - £10,000 PA	£8,500 - £10,200PA

Reference	Question	Response	
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<p>6.2</p>	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>	<p>N/A</p>
<p>6.3</p>	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>	<p>N/A</p>

Section 7 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015⁹

Reference	Question	Response
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⁹

<p>7.1</p>	<p>Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?</p>	<p>Yes <input type="checkbox"/> -</p> <p>No <input type="checkbox"/> X</p>
<p>7.2</p>	<p>If you have answered 'Yes' to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p>	<p>Yes <input type="checkbox"/> - Please provide relevant the url...</p> <p>No <input type="checkbox"/> - Please provide an explanation</p>

Section 8 Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8 Additional Questions		
Reference	Question	Response
8.1	Insurance	
a	<p>Please self-certify whether you already have, or can commit to obtain prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <ul style="list-style-type: none"> • Employer’s (Compulsory) Liability Insurance = £10 million • Public Liability Insurance = £5 million • Professional Indemnity Insurance = £2 million <p>*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<p>Yes <input type="checkbox"/> X</p> <p>No <input type="checkbox"/></p>
8.2	Compliance with Business Continuity Requirements	
a	<p>Please self-certify that your organisation has a fully documented Business Continuity Plan.</p>	<p>Yes <input type="checkbox"/> X</p> <p>No <input type="checkbox"/></p>

ANNEX A CONCLUDING STATEMENTS AND DECLARATION

The undersigned formally declare that the information stated under **ESPD Parts I – III and SQ Part 3** is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- a) The contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge (on condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access), or
- b) As of 18 October 2018 at the latest (depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU), the contracting authority or contracting entity already possesses the documentation concerned.

The undersigned formally consent to Haringey Council, gaining access to documents supporting the information, which has been provided in *[identify the Part/Section/Point(s) concerned]* of this European Single Procurement Document for the purposes of *[identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)]*.

ANNEX B
SELECTION QUESTIONNAIRE TEMPLATE FOR ANNEXES

Annex Number	
Selection Questionnaire Section	
Question Number	

ANNEX A CONCLUDING STATEMENTS AND DECLARATION

The undersigned formally declare that the information stated under **ESPD Parts I – III and SQ Part 3** is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- c) The contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge (on condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access), or

- d) As of 18 October 2018 at the latest (depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU), the contracting authority or contracting entity already possesses the documentation concerned.

The undersigned formally consent to Haringey Council, gaining access to documents supporting the information, which has been provided in *[identify the Part/Section/Point(s) concerned]* of this European Single Procurement Document for the purposes of *[identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)]*.

ANNEX B
SELECTION QUESTIONNAIRE TEMPLATE FOR ANNEXES

Annex Number	
Selection Questionnaire Section	
Question Number	

SECTION 9

METHOD STATEMENTS

Please see attached Method Statements Questions Template.

SECTION 10

CERTIFICATE OF NON-CANVASSING

CERTIFICATE OF NON-CANVASSING

TENDER FOR **Digital Engagement Platform**
.....

RETURNABLE ON **17.00 Friday 21st July 2023**
.....

I/We hereby certify that I/ We have not canvassed or solicited any officer or employee of Haringey Council in connection with the award of the above Contract and that no person employed by me / us or acting on my / our behalf has done any such act.

I/We hereby further undertake that I/We will not in the future canvass or solicit any officer or employee of Haringey Council in connection with the award of the above Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed  Partner/Director

Date 19th July 2023
.....

Full Name of Tenderer Your Place Your Space Ltd (Jonathan Paul Bostock)
.....

Address 29 Francis Road
.....

Edgbaston
.....

Birmingham
.....

B16 8SN
.....

SECTION 11

CONFIDENTIALITY AGREEMENT

This section does not apply to this procurement

CONFIDENTIALITY AGREEMENT

Dear

Re: Haringey Council: {insert name of tender/project}

This Confidentiality Agreement confirms the terms upon which Haringey Council proposes to disclose to your organisation certain information of a confidential nature relating to the employees of existing Haringey Council providers who may be subject to a TUPE transfer (“**Confidential Information**”). The Information is being disclosed to you solely to allow you to calculate your potential TUPE liability in preparing a tender to the Council for the Provision of Home from Hospital Service (“the Purpose”).

In consideration of the Council disclosing to you the Confidential Information, you must:

- Hold the Confidential Information in the strictest confidence;
- Only disclose the Confidential Information to any of your employees and/or professional advisers who are necessarily engaged in the Purpose and you must ensure that any such employee and/or professional advisor keeps the Confidential Information secret;
- Use the Confidential Information only for the Purpose; and
- Not copy the Confidential Information without the Council’s prior written consent.

The above requirements shall survive the termination of the Purpose but shall not extend to the Confidential Information once it has ceased to be confidential without default on your part.

Please confirm that you accept and agree with the above by signing the acknowledgement at the foot of this letter and returning it to us whereupon it will constitute our mutual agreement with respect to the confidentiality terms applying to the captioned subject matter.

Yours faithfully,

(Insert Name)
(Insert Job Title)

We accept and agree with the terms of this Confidentiality Agreement

Name _____

Title _____

.....
For and on behalf of [***insert name of Tenderer***]

Date.....