

Bracknell Forest Borough Council

Standard Selection Questionnaire (SSQ)

Joint Venture for Development of Multiple Sites in Bracknell Forest

Tender ref: DN411144

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Part A – Overview of Opportunity

1. Introduction

- 1.1. The Authority (Bracknell Forest Borough Council) is seeking the appointment of a private sector partner ("**PSP**") with whom to establish an incorporated joint venture for the development of multiple sites in Bracknell and the surrounding area (the "**Procurement**"). The opportunity is initially for residential-led mixed use regeneration at strategic sites in central Bracknell, with the potential for additional sites to be added and new opportunities to be identified by the joint venture itself over time. This may include the PSP providing construction and/or development management services to the Council and/or the joint venture entity. It may also include the joint venture contracting to deliver public works and services on future sites. For a broad overview of this opportunity please refer to the Information Memorandum and the draft Heads of Terms issued with this selection questionnaire.
- 1.2. The Authority is conducting the Procurement using the competitive dialogue procedure in accordance with the requirements of the Public Contracts Regulations 2015, and any successor legislation which may follow (the "**Regulations**").
- 1.3. Interested parties are invited to complete this standard selection questionnaire ("**SSQ**") to determine their technical capacity, professional ability and economic and financial standing. Following evaluation of Applicants' SSQ responses, the Authority intends to prepare a shortlist of five Applicants who have passed all relevant sections of the SSQ and have achieved the highest scores in the SSQ evaluation process. The Authority reserves the right to invite fewer than 5 Applicants to participate in dialogue in the event fewer than 5 Applicants pass all relevant sections of the SSQ. In addition, where the sixth placed Applicant's percentage score is the same as or within half a percent (0.50%) of the fifth placed Applicant's percentage score, the sixth placed Applicant will be shortlisted to the next stage of the process. Successful Bidders will be invited to participate in dialogue and submit an Outline Solution, and those who have been unsuccessful will be notified by the Authority.

2. Document Structure

2.1 This SSQ consists of the following parts:

2.1.1 Part A – overview of the opportunity and document structure;

2.1.2 Part B – instructions in relation to the submission of SSQ responses;

2.1.3 Part C – SSQ (which must be completed by the Bidder and returned to the Authority via the e-tendering portal (<https://sebp.due-north.com/>) (the "**Portal**") by the SSQ Deadline);

2.1.4 Part D – evaluation criteria and methodology; and

2.1.5 Part E – general terms and conditions of tendering.

2.2 For the purposes of the SSQ phase of the procurement, the following documents are being provided to Applicants via the Portal:

2.2.1 Standard Selection Questionnaire (this document);

2.2.2 Draft Heads of Terms ("**Draft Heads of Terms**");

2.2.3 Draft Invitation to Participate in Dialogue ("**Draft ITPD**");

2.2.4 Draft Invitation to Submit Outline Solutions ("**Draft ISOS**"); and

2.2.5 Information Memorandum

2.2.6 Bracknell Forest Council Site Allocation Plan 2013

2.2.7 Bracknell One Public Estate-Updated

2.2.8 Bracknell Town-Centre-2032-vision

2.2.9 Core-Strategy-Development-plan

2.2.10 Zipped Files containing: Cat 1 Site Plans, Planning and Vision Documents and Technical Information

2.3 Please note that the Draft Heads of Terms, Draft ITPD and Draft ISOS are being issued for information only at this stage. Updated documents will be released at a future date to those Applicants that have been invited to participate in dialogue.

3. Questions about this SSQ

- 3.1. All requests for clarification or further information in respect of this SSQ should be submitted to the Authority via the Portal (<https://sebp.due-north.com/>). No approach of any kind in connection with this SSQ should be made to any person within, or associated with, the Authority.
- 3.2. Any specific queries should clearly reference the appropriate section and question in the SSQ documentation and, to the extent possible, should be aggregated rather than sent individually.
- 3.3. All questions or requests for clarification will be communicated, together with the Authority's responses, in a suitably anonymous form to all Bidders who have expressed an interest in this procurement via the Portal's messaging system. If Bidders do not wish a query or response to be disclosed to other Bidders, they should make this clear in the subject heading and communicate the reason why with the query.
- 3.4. The Authority will consider any such requests and may choose to discuss with the Bidder whether it is appropriate to disclose the query and/or the response to other Bidders. In such cases the Bidder will be given the opportunity to withdraw the clarification question.
- 3.5. The deadline for submission of requests for clarification is [REDACTED] The Authority may decline to answer queries received after this deadline.

Part B – SSQ Instructions

4. Indicative Procurement timetable

4.1. This Procurement will follow a clear, structured and transparent process to ensure equal treatment of all Applicants. Key dates for this Procurement are currently anticipated to be as follows:

Event	Date
Deadline for receipt of SSQ clarifications	██████████
Deadline for receipt of SSQs (" SSQ Deadline ")	██████████
Notification of outcome of SSQ evaluation and identification of Bidders invited to participate in dialogue	██████████
Issue of invitation to participate in dialogue (" ITPD ") and invitation to submit outline solutions (" ISOS "). Commencement of dialogue.	██████████
ISOS meetings	██████████
Deadline for receipt of ISOS clarifications	██████████
Deadline for receipt of Outline Solutions	██████████
Notification of outcome of ISOS evaluation and identification of Bidders invited to participate in detailed dialogue	██████████
Issue of invitation to submit detailed solutions (" ISDS ")	██████████
ISDS meetings	██████████
Bidders invited to submit final tenders (" ISFT ")	██████████
Deadline for receipt of ISFT clarifications	██████████
Deadline for receipt of Final Tenders	██████████
Notification of Preferred Bidder and commencement of standstill period	██████████
Contract Signature / Financial Close	██████████

4.2. The above timetable is approximate only and may be subject to change at the discretion of the Authority. Any revisions to the timetable (if required) throughout the remaining stages of the process will be communicated to Applicants as soon as reasonably possible.

5. Instructions for completion of the SSQ

- 5.1. This SSQ has been designed to assess the suitability of Applicants to deliver the Authority's contract requirement(s). If you are successful at this selection stage of the procurement process, you will be selected for the subsequent ISOS award stage of the process.
- 5.2. Bidders should refer to the "Instructions to Applicants" and "Notes for Completion" in Part C of this SSQ. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.
- 5.3. Please return a completed version of this document to the Authority using the Portal by the deadline specified below.

Deadline for receipt of SSQ (UK date and time)	[REDACTED]
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- 5.4. If Bidders have any problems with the Portal, they should follow the Help and Guidance links at (<https://sebp.due-north.com/>). As noted above, any SSQ responses submitted after the deadline may not be considered.
- 5.5. Where a word or page limit is specified, Bidders should ensure their response is strictly within the applicable word or page limit. The Authority will not consider any part of the response exceeding the page limit. Diagrams or other graphic representations will count towards the page limit.
- 5.6. Bidders should note that the font size to use when responding to the SSQ questions must **not be less than 11pt**.
- 5.7. The SSQ response must be clear, concise and complete.
- 5.8. SQ responses will be evaluated on the basis of information submitted by the deadline. Where information submitted appears to be incomplete or erroneous, the Authority reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.

Verification of Information Provided

- 5.9. The Authority reserves the right to request information at any time throughout the procurement process in relation to the Applicant's self-certification that there are no mandatory/ discretionary grounds for excluding their organisation.

Sub-contracting arrangements

- 5.10. Where the Applicant proposes to use one or more sub-contractors to deliver some or all of the Authority's requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, including a clear description of the element of work being delivered by each sub-contractor and the key deliverables each sub-contractor will be responsible for.
- 5.11. Applicants should refer to Part C of this SSQ for additional submission requirements in relation to Key Sub-contractors. Where the Authority determines (at its sole discretion) that a sub-contractor proposed by the Applicant is a Key Subcontractor (as defined in Part E of this SSQ) the Authority reserves the right to require the relevant sub-contractor to provide the information required in each section of this SSQ.
- 5.12. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key Authority requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the

procurement process or to provide the services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

Consortia arrangements

- 5.13. If you are completing this SSQ on behalf of a proposed consortium, the following information must be provided:
- 5.13.1. names of all consortium members; and
 - 5.13.2. the lead member of the consortium who will be contractually responsible for delivery of the scheme (if a separate legal entity is not being created).
- 5.14. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract. Further details will be provided at the ISOS stage.
- 5.15. Applicants should refer to Part C of this SSQ for the submission requirements in respect of Parts 1 (Applicant Information), 2 (Exclusion Grounds) and 3 (Selection Questions) for consortium members.
- 5.16. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle ("**SPV**"), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.
- 5.17. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Bidders should therefore respond on the basis of the arrangements as currently envisaged. Bidders are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

Parent Company Guarantee

- 5.18. The Bidder (or any of its members or related third parties on whose resources it is relying pursuant to Part C of this SSQ) will be required to provide a financial or performance guarantee as principal obligor in relation to those obligations required to be guaranteed under the suite of contracts to be entered into by the successful Bidder. Bidders must confirm in Question 5.1 to 5.3 of the SSQ that they would be willing to provide such a guarantee. (Where the Bidder is a consortium, one or more of the members which have passed the financial assessment must indicate whether those parties would be willing to provide such a guarantee).

Confidentiality

- 5.19. When providing details of case studies in answering Question 6 of this SSQ (Technical and Professional Ability), the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with these case studies.
- 5.20. The Authority reserves the right to contact the named customer contacts provided in response to Question 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

Conflicts of interest

- 5.21. In accordance with Question 3.1(g) of the SSQ, the Authority may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a

financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

- 5.22. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Bidder to inform the Authority, detailing the conflict in a separate Appendix.
- 5.23. In light of the above, the Authority is committed to genuine and fair competition. Accordingly any Applicant who submits more than one SSQ response may have all of its submissions rejected. This includes, but is not limited to:-
- 5.23.1. an Applicant who submits a SSQ in its own name and one in the name of any other company within its corporate group or which is affiliated with the Applicant;
 - 5.23.2. an Applicant who submits a SSQ in its own name as well as a SSQ as part of a Consortium; and
 - 5.23.3. an Applicant who submits a SSQ in its own name as well as being named as a sub-contractor to another Applicant,

and in all cases, the Authority reserves the right to reject each SSQ submitted by the relevant Applicant in its entirety which may include rejection of all members of the relevant consortium.

Taking Account of Bidders' Past Performance

- 5.24. In accordance with Question 3.1(i) of the SSQ, the Authority may take into account any failure to discharge obligations under any previous public contracts of the Bidder. Where the Bidder answers 'yes' in respect of Question 3.1(i), the Authority may mark the response as a 'fail' if the Bidder has failed to provide sufficient evidence to the Authority in accordance with the 'self-cleaning' measures outlined below.
- 5.25. In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Bidder selection, tender evaluation, contract award stage etc.). Bidders may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

'Self-cleaning' (covering both the mandatory and discretionary exclusions)

- 5.26. Any Bidder that answers 'Yes' to Questions 2.1, 2.2, 2.3 and 3.1 of the SSQ should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Bidder has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.
- 5.27. If such evidence is considered by the Authority (whose decision will be final) as sufficient, the Bidder concerned shall be allowed to continue in the procurement process.
- 5.28. In order for the evidence referred to above to be sufficient, the Bidder shall, as a minimum, prove that it has:
- 5.28.1. paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
 - 5.28.2. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

5.28.3. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

5.29. The measures taken by the Bidder 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 Bidder shall be given a statement of the reasons for that decision.

SSQ – Template for Appendices

Appendix Number -
SSQ section -
Question number -

Part C - SSQ



Bracknell Forest Borough Council

<p>Full name of Applicant completing this SSQ</p>	<p><i>(Please insert the name of your bidding entity above)</i></p>
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Standard Selection Questionnaire

Joint Venture for Development of Multiple Sites in Bracknell Forest

Tender ref: DN411144

This section must be completed and uploaded on the South East Business Portal (<https://sebp.due-north.com/>)



Instructions to Applicants

1. Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The SSQ is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (this is referred to as self-cleaning).

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 exclusions 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.

Key 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). Where you have any doubt as to whether or not a sub-contractor proposed as part of your response would be considered a Key-Sub-Contractor it is advisable to include a self-declaration on their behalf. Applicants are reminded that the Authority reserves the right to require a self-declaration from any sub-contractor which it determines (at its sole discretion) to be a Key Sub-Contractor).

2. Applicant Selection Questions: Part 3

This procurement document provides 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 Key Sub-contractors:

- Section 4 and 5 of should be completed by you (the lead bidder) and any other consortium or joint venture members;
- If you are relying on the capacity of another entity in order to pass the economic and financial standing tests (e.g. a guarantor or parent company), that entity must also complete Section 4; and
- Section 6, 7 and 8 should be completed as a composite response (you, as the lead bidder, should complete all of the selection questions on behalf of the consortium, joint venture and/or any Key Sub-contractors).

If the relevant documentary evidence referred to in the SSQ is not provided upon request and without delay the Council reserves the right to exclude you from the procurement process.

3. Consequences of misrepresentation

If you misrepresent any factual information in filling in the SSQ, and so induce the 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.

¹ 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

JOINT VENTURE FOR DEVELOPMENT OF MULTIPLE SITES IN BRACKNELL FOREST COMPETITIVE DIALOGUE PROCEDURE

Notes for completion

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. “You” / “Your” refers to the potential Applicant completing this SSQ i.e. the legal entity responsible for the information provided. The term “potential Applicant” 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.
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 appendix which is consistent with the applicable page limits. A template for providing any such additional information is provided in Part B of this SSQ.
4. The authority recognises that arrangements set out in section 1.2 of the SSQ, 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.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3 - Applicants should refer to the instructions above.
7. 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.

Part 1: Applicant Information

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 1	Potential Applicant information	
Question number	Question	Response
1.1(a)	Full name of the Applicant submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status public limited company limited company limited liability partnership other partnership sole trader third sector other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
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 established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
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"/>
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.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) Voluntary Community Social Enterprise (VCSE) Sheltered Workshop Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise	Yes <input type="checkbox"/>

	(SME) ² ?	No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ³</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁴ <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant control.

Please provide the following information about your approach to this procurement:

Section 1	Bidding model	
Question	Question	Response

² See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ 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.](#)

⁴ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

number		
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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. If no, and you are a supporting Applicant please provide the name of your group at 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)	
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.	
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 type="checkbox"/>
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 number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

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	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, 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.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
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>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3)	Yes <input type="checkbox"/>

	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 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?	No <input type="checkbox"/>
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.	

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

Section 3		Grounds for discretionary exclusion
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, 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?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
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?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 type="checkbox"/> 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 type="checkbox"/> 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 type="checkbox"/> 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	Yes <input type="checkbox"/> No <input type="checkbox"/>

	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?	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 type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> 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 type="checkbox"/> 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 type="checkbox"/> 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)	
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Part 3: Selection Questions

Section 4		Economic and Financial Standing	Pass/Fail
		Question	Response
4.1	Please provide your financial accounts for the last two financial years. The Authority requires that the Supplier is able to evidence: i) Turnover of at least £25 million per annum each year for the last two years; and ii) its current net assets have been valued at least £50 million per annum within its accounts each year for the last two years.		
	Where the Supplier is not able to demonstrate it is able to meet one or either of these requirements, the Supplier is invited to provide details of alternative means of guaranteeing financial performance within a separate letter.		
4.2	Please provide details of current banking facilities (including any covenants attached) and levels of drawdown as at the date of the response, together with any commentary you wish to provide on your current debt and drawdown position.		
4.3	Please provide confirmation as to whether the Supplier has met the terms of its banking facilities and loan agreements (if any) as they fall due during the past year. If not met, please provide details including the reasons for this arising and set out what remedial action has been taken.		
4.4	Please provide a copy of the Supplier's Dun & Bradstreet ("D&B") net worth and risk rating.		
4.5	Please provide confirmation as to whether the Supplier has met all its obligations to pay its creditors and employees as they fall due during the past year. If not met, please provide details including the reasons for this arising and set out what remedial action has been taken.		
4.6	Please provide your Current Ratio for the last two previous financial years. The Current Ratio is defined as current net assets ÷ current net liabilities.		

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:		Pass/Fail
Name of organisation			
Relationship to the Supplier completing these questions			
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"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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Section 6	Technical and Professional Ability	Scored and weighted – 100%
6.0	<p>Relevant experience and case study examples</p> <p>Please provide details of three case studies that are relevant to the Authority's requirement.</p> <p>The named case study contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium as a whole 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). Applicants should clearly state in each of their answers which members have worked on the case study provided.</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>All Case Studies should have been commenced within the last 5 years and include an element (phase, sub-phase or whole scheme) that has reached completion.</p> <p>If you cannot provide examples see question 6.4.</p>	

	Case Study 1 – Residential Development	Case Study 2 – Town Centre	Case Study 3 – Public Sector Joint Venture
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Project Start date			
Project completion date			
Estimated scheme value			

6.1 Case Study 1 (33.3%)

Residential Development Case Study – Given the works and services that are required as part of the Procurement, please provide in **no more than 1,000 words** one example that

clearly demonstrates your experience of delivering a multi-phased, predominantly flatted residential development (300+ units). Please address the following:

In addition to generally being relevant to the works and services required as part of the Procurement, the case study should address the following key areas:

How phasing was used to optimise delivery and commercial return

The approach to the planning process including how a satisfactory consent was secured within a reasonable timeframe

How funding was secured for the project, including the approach to debt and equity, providing for efficient funding terms overall

The delivery of affordable housing ensuring the delivery of a good quality product well integrated into the scheme

If bidding as a consortium, where possible evidence of the project being undertaken by that consortium rather than just one of its members

6.2 Case Study 2 (33.3%)

Town Centre Case Study – Given the works and services that are required as part of the Procurement, please provide in **no more than 1,000 words** one example that clearly demonstrates your experience of delivering a mixed-use development in a town centre setting. Please address the following:

In addition to generally being relevant to the works and services required as part of the Procurement, the case study should address the following key areas:

How proposals were well integrated within the town centre, in terms of design and uses

How design quality was delivered to a high standard in terms of built form and materials

How funding was secured for the project, including the approach to debt and equity, providing for efficient funding terms overall

The approach to delivery of commercial uses including identifying demand and securing active use

If bidding as a consortium, where possible evidence of the project being undertaken by that consortium rather than just one of its members

6.3 Case Study 3 (33.3%)

Public Sector Joint Venture Case Study – Given the works and services that are required as part of the Procurement, please provide in **no more than 1,000 words** one example that clearly demonstrates your experience entering into a joint venture with a public sector organisation to facilitate the delivery of a housing or mixed use development. Please address the following:

In addition to generally being relevant to the works and services required as part of the Procurement, the case study should address the following key areas:

How commercial imperatives were balanced with public sector requirements including meeting obligations in relation to s123 Local Government Act 1972

How risk was managed and minimised

The governance structure of the venture, demonstrating efficient joint decision-making and management of different views

The approach to procuring sub-contractors/consultants, demonstrating value for money

If bidding as a consortium, where possible evidence of the project being undertaken by that consortium rather than just one of its members

6.4	If you cannot provide an example for any or all of the case studies required in response to question 6.0, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up.

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> Please provide an explanation

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	
8.1	Insurance	
	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:	
a.	Employer's (Compulsory) Liability Insurance* = £10,000,000	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	Public Liability Insurance = £5,000,000	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	Professional Indemnity Insurance = £5,000,000	Yes <input type="checkbox"/> No <input type="checkbox"/>
	*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.	

8.2	Skills and Apprentices	
a.	Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15. Please confirm if you will be supporting apprenticeships and skills development through this contract.	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Part D – Evaluation Criteria and Methodology

This part of the SSQ sets out the criteria that will be used to evaluate SQ responses and explains the staged approach to the evaluation.

Selection Criteria and Weightings

The selection criteria at the SQ Stage are:

No.	Section	Scoring Mechanism / Weighting
Part 1	Applicant Information	For information only
Part 2	Exclusion Grounds	
Section 2	Grounds for Mandatory Exclusion	Pass/Fail
Section 3	Grounds for Discretionary Exclusion	Pass/Fail
Part 3	Selection Questions	
Section 4	Economic and Financial Standing	Pass/Fail – See 3.2 below for detailed evaluation methodology
Section 5	Group	Pass/Fail
Section 6	Technical and Professional Ability - Relevant Experience & Case Study Examples	Scored and weighted
6.0	Relevant Experience and Case Study Examples	For information only – responses to be linked to Questions 6.1 – 6.3
6.1	Case Study 1 – Residential Development	33.3 %
6.2	Case Study 2 – Town Centre	33.3 %
6.3	Case Study 3 – Public Sector Joint Venture	33.3 %
6.4	Case study explanation	For information only
Section 7	Modern Slavery Act	Pass/Fail
	Additional Questions	
Section 8.1	Insurances	Pass/Fail
Section 8.2	Skills and Apprentices	Pass/Fail

The SSQ evaluation process will consist of three stages:

1. **Stage 1 – preliminary compliance stage** - the Authority will assess whether all requisite sections of the SSQ response have been completed.
2. **Stage 2 – Pass/Fail assessment stage:**
 - 2.1. Responses to **Part 1, Questions 1.1 to 1.2** will not be evaluated, however all information requested must be completed by the Supplier.
 - 2.2. Responses to **Part 2, Sections 2 and 3** will be evaluated on a Pass/Fail basis:
 - 2.2.1. a SSQ response will be marked as a 'Fail' and will be excluded from the process where a Supplier responds with a 'yes' to any question in Section 2 and/or 3, subject to paragraph 2.2.2 below.
 - 2.2.2. Where a Supplier answers 'yes' in respect of any question in Section 2 and/or 3, the Authority may permit the Supplier to proceed to the next stage of the SSQ evaluation process where the Supplier has provided sufficient evidence to the Authority in accordance with the 'self-cleaning' measures described in paragraphs 5.23 to 5.26 of Part A of this SSQ.

3. Stage 3 – Selection Questions Assessment

- 3.1. For Suppliers who have passed Stages 1 and 2, the Authority will assess responses provided to Part 3 (Selection Questions).
- 3.2. Responses to **Section 4 (Economic and Financial Standing)** will be evaluated as follows:

Section 4: Economic and Financial Standing	Pass Rationale	Fail Rationale
4.1 Annual Accounts	Accounts demonstrate turnover of lead bidder or entity providing a parent company guarantee of £25 million or greater and current net assets valued at £50 million or over in each of the last 2 years = Pass	Information not provided, or accounts demonstrate for lead bidder or entity providing parent company guarantee turnover of less than £25 million in any of the last 2 years, or account demonstrate current net assets valued at less than £50 million over in any of the last 2 years = Fail
4.2 Current banking facilities	For information only	For information only
4.3 Meeting funding terms	Confirmation provided or remedial action confirmed for lead bidder or entity providing parent company guarantee = Pass	Confirmation not provided or remedial action not confirmed for lead bidder or entity providing parent company guarantee = Fail
4.4 D&B ⁵	Risk Indicator of lead bidder or entity providing a parent company guarantee of 1 – 3 = Pass	Risk Indicator of lead bidder or entity providing a parent company guarantee of 4 or none available = Fail
4.5 Creditors and Employees	Confirmation provided or remedial action confirmed for lead bidder or entity providing parent company guarantee = Pass	Confirmation not provided or remedial action not confirmed for lead bidder or entity providing parent company guarantee = Fail
4.6 Current Ratio	Current ratio for lead bidder or entity providing parent company guarantee for each of the last two previous financial years is 1 or greater = Pass	Current ratio for lead bidder or entity providing parent company guarantee for any of the last two previous financial years is less than 1 = Fail

- 3.3. Responses to **Section 5 (Group)** will be evaluated on a 'Pass/Fail' basis as follows:

Section 5:	Pass Rationale	Fail Rationale
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⁵ Refer to D&B rating guide for information on derivation of the Risk Indicator score (https://www.dnb.co.uk/content/dam/english/dnb-data-insight/DB_Rating_Guide_2015.pdf)

5.1- 5.3	Parent company or bank guarantee confirmed = Pass	If a Bidder has indicated in the SSQ that it is part of a wider group and will not be able to provide a parent company guarantee or obtain guarantee elsewhere, for example a bank, it will be given a "Fail" for this section and its submission will not be considered any further
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3.4. Responses to each scored question in Section 6 (Technical and Professional Ability) will be evaluated and allocated a score out of ten (10) using the following scoring matrix:

Score	Term	Typical Characteristic
0	Unacceptable	Response is not relevant or is of extremely limited relevance to the Procurement, and/or response does not address many of the key areas identified and/or response lacks detail in the key areas that are identified
2	Poor	Response is of limited relevance to the Procurement, and/or response does not address some of the key areas identified and/or there is some lack of detail in the key areas that are identified.
4	Satisfactory	Response is of some relevance to the Procurement and clearly addresses all the key areas identified.
6	Good	Response is relevant to the Procurement and clearly addresses all of the key areas identified in a good degree of detail, exceeding expectations in some cases.
8	Very Good	Response is highly relevant to the Procurement and clearly addresses all of the key areas identified in a very good degree of detail, exceeding expectations in many cases.
10	Excellent	Response is highly relevant to the Procurement and clearly and comprehensively addresses all of the key areas identified, exceeding expectations in all cases.

3.5. Responses to **Section 7** (Modern Slavery Act) will be evaluated on a 'Pass/Fail' basis as follows:

Question 7:	Pass Rationale	Fail Rationale
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7.1-7.2	Not a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015; or, if a relevant commercial organisation, you have confirmed that you are compliant with the annual reporting requirements in the Act and you are willing to provide your website url address link to your organisation's website showing your statement; or, if you do not have a website you are willing to provide a copy of your Slavery and Human Trafficking statement upon request = Pass	A relevant commercial organisation and reporting requirements not confirmed, and no suitable explanation provided = Fail
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3.6. Responses to **Question 8** will be evaluated on a 'Pass/Fail' basis as follows:

Question 8	Pass Rationale	Fail Rationale
8.1 (Insurances)	Self-certification or commitment to obtain stated minimum insurance levels = Pass	Self-certification or commitment to obtain stated minimum insurance levels not provided = Fail
8.2 (Skills and Apprentices)	'Yes' responses to all of the sub-clauses a. to c. = Pass	'No' responses to any of the sub-clauses a. to c.

Part E – General terms and conditions of tendering

1. FREEDOM OF INFORMATION AND TRANSPARENCY

- 1.1. As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
- 1.2. Subject to the remainder of this paragraph, the Authority shall treat all SSQ responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA/EIR. In accordance with the obligations and duties placed upon public authorities by the FOIA and the EIR, the Authority may be required to disclose information submitted by Suppliers and/or a copy of any subsequent contracts executed.
- 1.3. While the Authority aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, in respect of any information submitted by a Supplier that it considers "commercially sensitive" the Supplier should:
 - 1.3.1. clearly identify such information as "commercially sensitive";
 - 1.3.2. explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice; and
 - 1.3.3. provide a reasoned estimate of the period of time during which the Supplier believes that such information will remain commercially sensitive.
- 1.4. Where a Supplier marks information as commercially sensitive, the Authority may take those views into account. However Suppliers should note that even where information is marked as such, the Authority may require disclosure of such information in order to comply with its obligations pursuant to the FOIA and the EIR. It is the sole responsibility of the Authority to decide whether the information might be exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked "commercially sensitive" will not be disclosed.
- 1.5. Where a Supplier receives a request for information under the FOIA, the EIR or otherwise connected to this Procurement, the Supplier shall (and shall procure that any of its consortium members shall) transfer to the Authority any such request for information relating to the Authority as soon as practicable and in any event within two working days of its receipt and provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to such request.

2. DATA PROTECTION

- 2.1. The Authority may collect, hold and use personal data (as defined in the Data Protection Act 2018) obtained from and about the Supplier (including its consortium members) and its staff during the course of the Procurement ("**Personal Data**"). In submitting a SSQ response, Suppliers agree to such Personal Data being collected, held and used in accordance with and for the purposes of administering the Procurement as contemplated by the SSQ and for contract management of any contract subsequently awarded.
- 2.2. The Supplier warrants, on a continuing basis, that it has:
 - 2.2.1. obtained and will maintain all necessary consents required under the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Authority (the "**Data Protection Regulations**"); and
 - 2.2.2. otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to the Authority the Personal Data, and allow the Authority to carry out the Procurement.
 - 2.2.3. The Supplier shall immediately notify the Authority if any of the consents are revoked or changed in any way which impacts on the Authority's rights or obligations in relation to such Personal Data.

3. COSTS AND EXPENSES

- 3.1. Suppliers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Supplier in connection with taking part in this Procurement, regardless of whether such costs arise as a consequence direct or indirect of any amendments made to the SSQ by the Authority at any time.
- 3.2. Under no circumstances will the Authority or any of its respective advisors be liable for any costs or expenses incurred by Suppliers, funders and/or its respective advisors arising directly or indirectly from the Procurement or termination thereof, including, without limitation, any changes or adjustments made to the Procurement documentation, or the exclusion/disqualification of a Supplier.
- 3.3. For the avoidance of doubt, where a Supplier is disqualified or excluded from the Procurement process, under no circumstances will the Authority or its advisors be liable for any costs or expenses howsoever incurred by such Suppliers.

4. INTELLECTUAL PROPERTY

- 4.1. The SSQ, any documents referred to in it and all information within it is the intellectual property of the Authority. Suppliers shall not reproduce, copy, distribute or otherwise make available to any third party the whole or any part of such information in any form (including photocopying it or storing it in any medium including electronic means) without the prior written permission of the Authority, other than for use strictly for the purpose of submitting a SSQ response in relation to this Procurement.
- 4.2. The SSQ and all copies thereof are and shall remain the property of the Authority and must be returned or destroyed on demand.
- 4.3. All specifications, diagrams, drawings, samples and patterns and any further material issued in connection with this Procurement, remain the property of the Authority and are to be used solely for the purpose of this Procurement process.

5. CONFIDENTIALITY [*Portal T&Cs to be accepted at registration*]

- 5.1. The information provided in the SSQ (and in connection with the SSQ) is made available on the condition that its contents are kept confidential by the Supplier (except to the extent that such information may already be in the public domain or may come into the public domain otherwise than by reason of a breach of a confidentiality obligation). Suppliers (including their directors, officers, employees, agents or advisers) must not disclose, copy, reproduce, distribute or pass to any other person at any time any information or documentation concerning the Procurement (except for the purposes of enabling a response to the SSQ). In any case any disclosure to any person shall only be made to a person who needs to receive the same and who has given an undertaking at the time of receipt to keep such information confidential.
- 5.2. Following SSQ stage, the Authority may make further documents available throughout the Procurement process via the Portal.

6. NON-COLLUSION AND CANVASSING

- 6.1. Any attempt by any Supplier to collude with any other person to influence the Procurement in any way will result in disqualification from further participation in the Procurement. In particular, Suppliers shall not:
 - 6.1.1. canvass, solicit or offer any gift or consideration whatsoever as an inducement, fee or reward to any officer, employee or contractor of the Authority, or any person acting as an adviser to it in connection with this Procurement;
 - 6.1.2. commit any act or omission which would constitute a breach of the Bribery Act 2010;
 - 6.1.3. fix or adjust the amount or content of any SSQ response or tender submission in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed consortium member, or a supplier, adviser or provider of finance to the Supplier;
 - 6.1.4. communicate to any person other than the Authority, or seek or obtain from such other person, information about the amount or content of any SSQ response or tender submission, other than in good faith to obtain quotations for supplies, services or finance;
 - 6.1.5. enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a SSQ response or tender submission; and
 - 6.1.6. offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other SSQ response or tender submission.

- 6.2. Other than where specifically permitted as described in the SSQ, no attempt should be made to contact any Authority staff or adviser to the Authority in connection with this Procurement. Any enquiries made concerning this Procurement than in accordance with the instructions in this SSQ may be regarded as prima facie evidence of canvassing.

7. MODIFICATION AND WITHDRAWAL OF SUBMISSION

- 7.1. Suppliers may amend their SSQ responses at any time prior to the SSQ Deadline. Any Supplier wishing to submit an amended SSQ response using the Portal should select the amend tab. The supplier will be able to amend the documents and resubmit the new response. The only version that will be seen is the final submission before the deadline close. Once the deadline close time has passed suppliers can't make any further amendments to their submitted documents.
- 7.2. No SSQ response may be modified after the SSQ Deadline.
- 7.3. Suppliers may withdraw their SSQ responses after the SSQ Deadline by notifying the Authority via the Portal.
- 7.4. Suppliers should ensure that:
- 7.4.1. they allow sufficient time in advance of the SSQ Deadline to upload responses;
 - 7.4.2. following the upload of documents, they formally submit their responses using the 'Submit Response' tab on the Portal, in order for their submission to be considered; and
 - 7.4.3. responses are uploaded in either Word/pdf format.

8. WARRANTIES

- 8.1. In submitting a SSQ response, the Supplier warrants, represents and undertakes that:
- 8.1.1. all information, representations and matters of fact communicated (whether in writing or otherwise) to the Authority in connection with its SSQ response are true and accurate at the time of submission and shall remain so throughout the Procurement process (subject to any further changes which may occur and which should be disclosed to the Authority promptly);
 - 8.1.2. it has complied with the conditions set out in this SSQ in all respects;
 - 8.1.3. it has not submitted a SSQ response in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Authority's officers, employees, or agents, or its appointed advisers.

9. PUBLICITY

- 9.1. No publicity in relation to the selection of the long or short list of Suppliers, the appointment of the Preferred Supplier, the execution of any contractual documents or the Procurement in general will be permitted unless and until the Authority has given its express prior consent to the relevant communication. In particular, no statements should be made to the press or other similar organisations regarding the nature of any solution/proposals of the Supplier in connection with this Procurement without the express prior written consent of the Authority.
- 9.2. The Authority retains the right to publicise or otherwise disclose to any third party, information in relation to the Procurement, the selection of the long or short list of Suppliers (including details of their respective members, subcontractors, representatives, advisers, consultants, servants or agents), the Procurement in general or the execution of any contractual documents at any time.

10. COMMUNICATIONS

- 10.1. All documents, correspondence and dialogue relating to the Procurement will be communicated in the English language. All SSQ responses should also be written in the English language.
- 10.2. It is the responsibility of Suppliers to monitor all email messages and clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to consistently monitor its inbox, the Portal or keep abreast of clarifications issued. All electronic communication sent by the Authority will be deemed to have been received by the Supplier at the time of transmission.
- 10.3. It is the sole responsibility of each Supplier to ensure that the individual stated as the principal contact in Question 1.3 of the SSQ, is able to monitor and issue responses to any requests issued by the Authority within the specified time period.

11. DISCLAIMER

- 11.1. Without prejudice to any warranties given, the submission of a SSQ response will not form a separate, collateral or implied contract between the Supplier and the Authority.

- 11.2. Neither the issue of the SSQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement. Nothing in this SSQ should be interpreted as a commitment by the Authority to award a contract to a Supplier as a result of this Procurement or to accept the lowest price or any tender.
- 11.3. Whilst prepared in good faith and the information contained in this SSQ is believed to be correct at the time of issue, the SSQ and any ancillary documents issued to Suppliers in conjunction with the SSQ are intended to provide preliminary background to the Authority's objectives and requirements and neither the Authority or its advisors, nor any other awarding authorities will accept any liability for their accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, the SSQ documents (including their appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Supplier.
- 11.4. Only the express terms of the contractual documents, if and when executed shall have any contractual effect in connection with the matters to which this Procurement relates.
- 11.5. The Authority reserves the right at any time to:
 - 11.5.1. reject any or all SSQ responses and to cancel or withdraw the Procurement at any stage;
 - 11.5.2. award a contract without prior notice;
 - 11.5.3. change the basis, the procedures and the timescales set out or referred to in the SSQ;
 - 11.5.4. require a Supplier to clarify its SSQ response in writing and/or provide additional information (failure to respond adequately may result in disqualification);
 - 11.5.5. terminate the Procurement process;
 - 11.5.6. amend the terms and conditions of the SSQ selection and evaluation process.
- 11.6. A Supplier that contravenes any of the terms and conditions set out in these terms and conditions of tendering may, at the sole discretion of the Authority, be disqualified from the procurement process.
- 11.7. In addition to its rights set out in the other provisions of this document, the Authority reserves the right to reject a Tender and/or disqualify a Supplier where:
 - 11.7.1. a Tender is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than as specified within this document or fails to meet the Authority's submission requirements which have been notified to Suppliers;
 - 11.7.2. the Supplier no longer meets the exclusion grounds and/or selection criteria set out in the SSQ at any stage during the competition (including but not limited to where there is a change in identity, control, financial standing or other factor);
 - 11.7.3. the Supplier through due diligence is unable to demonstrate their financial capacity for delivery of the contract against the SSQ financial assessment;
 - 11.7.4. the Supplier and/or one, more or all of its Members are guilty of material misrepresentation or false statement in relation to its bid and/or the process; or
 - 11.7.5. the Supplier breaches the terms and conditions of use for the Portal.

12. GENERAL

- 12.1. In respect of any documentation issued as part of this Procurement (except where indicated otherwise):
 - 12.1.1. defined terms shall have the meaning given to them in this SSQ unless otherwise stated;
 - 12.1.2. words importing one gender include all other genders and words importing the singular include the plural and vice versa;
 - 12.1.3. enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by section 21(1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;
 - 12.1.4. a reference to any enactment shall be construed as including a reference to:

- 12.1.4.1. any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and
- 12.1.4.2. that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the document.

12.2. The SSQ shall be governed by and construed in accordance with English law and both the Authority and the Supplier agree to submit to the exclusive jurisdiction of the Courts of England in relation to any matter or dispute arising out of or in connection with this Procurement.

13. Solicitation

13.1. Suppliers are required to undertake that during the Procurement and for a period of twelve months after the award of the Agreement they will not solicit the Key Personnel with a view to offering them work or employment. The identity of the Key Personnel will be defined in the Procurement Documents and any subsequent changes in the composition of the Key Personnel will be notified in writing by the Authority.

14. SUPPLIER ELIGIBILITY

14.1. Suppliers are reminded that the eligibility requirements in this SSQ apply to the Procurement at all times.

14.2. Suppliers may be required to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the SSQ submission, including, but not limited to, the economic and financial standing of the Supplier (or any one, more or all of its Members as appropriate) at any stage of the Procurement and prior to the appointment of a Preferred Supplier and/or the award of the Agreement.

14.3. The Authority must be notified in writing promptly of any proposed changes in the information provided in the SSQ Submission (including arrangements in relation to any Member of a Supplier) so that a further assessment can be carried out by applying the exclusion grounds and selection criteria to the new information. The Authority reserves the right to take such action as it deems appropriate in the circumstances based on an assessment of the updated information, including (but not limited to) disqualifying the Supplier concerned from the procurement process and/or including requiring the Tender to be updated to reflect the revised arrangements and re-evaluating the Tender on that basis.

14.4. For the purposes of this clause 14:

14.4.1. "Members" means those persons, firms or companies that are considered to form part of a Supplier as identified in the SSQ Submission. In the case of a Supplier that is a consortium, joint venture or other such group, "Member" means any one, more or all of members of the consortium, joint venture or other such group. In the case of a Supplier that has a supply chain, "Member" means any one, more or all of the Key Sub-Contractors in the supply chain; and

14.4.2. "Key Sub-Contractor" means a sub-contractor that is identified by a Supplier in its SSQ Submission as the provider of any material element of the services to be provided under the legal Agreements. The Authority reserves the right (at its sole discretion) to determine whether any sub-contractor proposed by an Applicant is responsible for a 'material' element of the services and thus a Key-Sub-Contractor for the purposes of this SSQ.

15. CHANGES OF OWNERSHIP

15.1. In addition to the provisions of Clause 14 above, Suppliers shall ensure that no change to the ownership of a Supplier or a change to the membership of a Supplier which is a consortium, joint venture or other such similar group ("Change of Ownership") takes effect or is entered into prior to the award date without the prior written consent of the Authority.

16. TENDER VALIDITY

16.1. After the date for the ISFT submission, Tenders must remain valid for acceptance for a period of 12 months from the date of the Tender.