SUPPLIER GUIDANCE

Invitation to Tender for the provision of London Borough of Sutton Thicket Crescent and Thicket Road Energy Efficient Retrofit Works

Construction Manager (Ref DN782535)



Thicket Crescent – Construction Manager

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Thicket Crescent and Thicket Road Retrofit

Construction Manager

1. Introduction

London Borough of Sutton (LBS) is the Contracting Authority. Sutton Housing Partnership (SHP) is a Housing Company (Arms Length Management Organisation), established by the London Borough of Sutton, to manage and maintain its 6000 Council homes and 1400 leasehold properties. Our purpose is to make every home a platform for successful lives.

Further details regarding our organisation can be found at:

https://www.suttonhousingpartnership.org.uk/

Contractors will work closely with SHP who will manage this contract on behalf of LBS. This retrofit project will deliver significant improvements to LBS housing stock, specifically, 45 Thicket Crescent, and 22 Thicket Road, Sutton, SM1.

2. Introduction to the Authority

We wish you a warm welcome to the London Borough of Sutton, a place with strong local partnerships, ambitious plans for the future and a committed, engaged workforce. Sutton is one of 20 outer London boroughs, situated in South West London. It has a growing and changing population. Sutton benefits from strong community identities (places with a town or village feel) which help to make it a welcoming place for people from all backgrounds.

As an Authority we know ourselves well and people are open and friendly. The Authority has a good track record of delivering for our residents, benefiting from strong and stable political leadership (being a Liberal Democrat Borough since 1990), strong partnerships and a committed workforce with low turnover. This has enabled us to deliver good public services within an increasingly challenging budget envelope and adapt well to changing circumstances (including austerity, the COVID-19 pandemic and the cost of living crisis).

One of our key successes is the London Cancer Hub in Belmont - a landmark investment, which is already one of the world's largest cancer life science districts. Sutton has also won multiple awards for our Human Resources and Organisational Development work, including becoming the first local authority in the UK to be awarded 'Silver Trailblazer Status' for tackling race inequality by Race Equality Matters.

We make no apology about being ambitious for our borough, and our strengths and successes are underpinned by three key things:

- Our Place People want to live and work here. Sutton is changing rapidly with new communities choosing to move here and new businesses choosing to set up here, bringing new energy and opportunities.
- Our Partnerships We have strong partnerships across public services and with the charity
 and community sector. We have resourceful and resilient communities who are already doing
 so much to make Sutton the great place it is. We want to work in partnership with our
 communities to increase the impact they are having, creating even more opportunities for
 residents to connect and thrive.

• Our People - It might be a cliche to say that our staff are our greatest asset, but it is certainly true for us. We have a strong, stable and committed workforce. Our staff want to stay with us and are passionate about delivering the very best for our residents every day.

3. Overview of the Authority's Requirement

SHP was created in 2006 and since its inception we have worked closely with residents to address their priorities. As well as day to day running of the housing service, SHP has responsibility for carrying out major repair and improvement programmes and has delivered the programme to buy back ex-council stock sold under the Right to Buy Act.

This energy efficient retrofit project will deliver significant improvements to LBS housing stock, specifically, 45 Thicket Crescent, and 22 Thicket Road, Sutton, SM1.

45 Thicket Crescent consists of three four-storey residential buildings with flat corrugated metal sheet roofs. The buildings are linked via two separate central corridors that provide vertical and horizontal access to the flats.

22 Thicket Road consists of two four-storey residential buildings with flat corrugated metal sheet roofs. The buildings are linked via one central corridor that provide vertical and horizontal access to the flats.

The purpose of this ITT is to facilitate the selection and appointment of a Construction Manager to oversee and manage the delivery of a series of Energy Efficient Retrofit Works at Thicket Crescent and Thicket Road.

The Authority has separately tendered for the delivery of six separate project components, which will be procured under separate contracts. The coordination, oversight, and overall programme management od these project components will be provided through the Construction Manager appointment. The project components are as follows:

- Mechanical and Electrical Works
- Replacement Roofing Works
- External Fabric Repairs
- Replacement Windows and Doors
- Cavity Wall Insulation
- Fire Safety Works

4. The Procurement Process

The Authority is conducting this procurement using the Open procedure in accordance with the requirements of the Procurement Act 2023.

This guidance document contains information on how the Procurement will be conducted, including details of the Procurement timetable, how to respond to this opportunity and the Tender Evaluation Model. Suppliers are strongly encouraged to read this document before preparing their submission.

Please read and ensure compliance with the Procurement terms and conditions contained on the e-procurement portal.

All references to a 'section' are to a section in the Procurement Act 2023 unless otherwise stated.

All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.

All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

5. Central Digital Platform

The Authority requires suppliers participating in this tender to be registered on the UK Gov Central Digital Platform in order that core supplier information can be shared on the e-tendering portal.

Suppliers who have not registered on the Central Digital Platform (CDP) can do so at the following link - https://www.gov.uk/find-tender

PLEASE NOTE: Registering may take a period of time and this should be considered in line with the submission deadline for this tender.

The Authority is unable to extend submission deadlines if Suppliers have not registered on the CDP in sufficient time to meet the tender submission deadline.

6. Value of the Contract

It is not London Borough of Sutton's policy to publish contract values. Bidders should price their bids according to the requirements of the specification. If clarification is required on elements of the specification, bidders should use clarification questions to see if further details can be made available.

7. Contract Term

The Authority proposes to enter into a contract with the successful Tenderers ('Potential Supplier') for the duration of the Works. The anticipated contract start date is the beginning of November 2025, the expected duration of the contract is 10 months, so the estimated completion will be August 2026.

8. Requests for Clarifications from Suppliers

Any clarifications relating to this ITT must be submitted through the e-tendering portal available at www.londontenders.org (See Appendix 2 for instructions) no later than the deadline in the Procurement Timetable (See Appendix 1) to allow the Authority sufficient time to respond prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.

The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable (Appendix 1) or submitted via any means other than the Portal.

If Suppliers identify a technical issue with the Portal, they should contact Proactis through their online technical support portal Proactis Central: http://www.proactis.com/Support. If the query is time critical please call their support on 0330 005 0352. Please be advised the Supplier Support is only available between 09:00 and 17:30 (Monday - Friday).

Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.

If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.

In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.

It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

9. Requests for Clarifications from the Authority

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender. Tenderers are asked to respond to such requests within 48 hours. If a Tenderer is unable to respond to such requests within 48 hours, they shall contact the Authority promptly, and advise the time required to respond, and explain the reason for the delay.

10. Tender Timetable

10.1 Key Dates - see Appendix 1

This procurement will follow a clear, structured and transparent process to ensure a fair and open process is maintained at all times, and that all Tenderers are treated equally.

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

11. How to Respond to this Opportunity

The Response to the Invitation to Tender must be completed and submitted electronically via the e-tendering portal by the Deadline (see Appendix 1: Deadline for receipt of Quote).

Please ensure you answer and upload documents/data in the designated area and required format. The Authority cannot be held responsible for not viewing documents/data that are not uploaded in the correct area and format.

All Tender documents comprising the Tender must be completed in plain English.

Tenders must be held open for acceptance for a period of 90 days following the tender closing date.

Quotations shall not be considered that are either received after the time stated for submission and/or not compliant with the Authority's instructions.

Quotations must be treated as private, and confidential, and organisations must not disclose the fact that they have been invited to quote.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this. Tenders will be evaluated on the basis of information submitted by the Deadline.

Organisations wishing to submit Tenders should carefully read the whole of the annexed conditions of contract and no Tender will be considered which in any way attaches modifications to these conditions and/or to the quotation documentation.

If changes subsequently occur in relation to the statements set out in the Tender, the relevant Tenderer must promptly notify the Authority of them. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. Any change in the eligibility of a

Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

12. Deadline for Receipt of Quote

Responses to this ITT must be uploaded to the e-tendering portal and in the manner prescribed under section 10 no later than the Deadline (see Appendix 1 - Deadline for receipt of Quote).

Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

13. References

The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees.

14. Debrief

Notification of the outcome of the procurement process will be sent to each Tenderer via the Portal.

15. Contract Award

The Authority may appoint a Tenderer as a Potential Supplier on the basis of the quote submitted in accordance with the instructions set out in this ITT. Confirmation of a Tenderer's appointment as a Potential Supplier is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract will be concluded with any potential supplier.

Once the Authority has reached a decision in respect of the Potential Supplier(s) to be appointed to the contract, it will notify all Tenderers of that decision before concluding the agreement with Potential Suppliers.

16. Service Terms

The draft Contract that the Authority proposes to use is available as part of the tender pack. It can be downloaded from the attachments section for this project, which in turn can be found on the London Tender Portal www.londontenders.org. By submitting a quote, suppliers are agreeing to be bound by the terms of this ITT and the draft contract without further negotiation or amendment.

If the terms of the draft contract render the proposals in the response to the ITT unworkable, the Tenderer should submit a clarification in accordance with paragraph 8 and the Authority will consider whether any amendment to the draft contract is required. Any amendments shall be published and shall apply to all suppliers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Suppliers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

17. Documents Forming the Service Agreement

The following documents shall form part of the Contract between the Authority and the Service Supplier(s):

- Contract.
- Supplier Participation Agreement (If supplier has opted into the Premier Supplier Programme).
- Specification (and attachments).
- A Pricing Schedule (as completed by the Service Supplier (s)).

Responses to quality questions (as completed by the Service Supplier(s)).

18. Consortia and Subcontractors

Sub-contracting of any work under this contract is not permitted.

The Authority requires all Tenderers to identify whether and which consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract to be delivered by each consortium member.

For the purposes of this ITT, the following terms apply:

Consortium arrangement. Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.

Please note: Should you wish to submit a consortium bid, it is only necessary for the lead organisation to fill out the application on behalf of their members and only ONE application is required. You shall be asked within the quotation to identify members including the percentage of work you envisage each member completing.

19. Warnings and Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its 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, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it (Terms & Conditions of the framework agreement and the call of contract are available in the attachment area of the e-procurement system for this project).

Neither the issue of this ITT, 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.

20. Confidentiality and Freedom of Information

This ITT is made available on the condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) 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.

The Authority shall treat all Tenderers' 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 FOIA.

While the Authority aims to consult with third-party suppliers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Authority in the template provided.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

21. Publicity

No publicity regarding the framework arrangement or the services to be called off under the Framework Agreement will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

22. Tenderer Conduct and Conflicts of Interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Authority and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

23. Authority's Rights

The Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the tender process.
- Disqualify any Tenderer that is unable to provide the required documents that are subject to award.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.

• Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

24. Bid Costs

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

25. Insurance

The Authority will require the successful Tenderer to have in place as a minimum the insurances specified within the "Specification of Works".

Tenderers should note the insurance requirements are detailed within the separately released 'Specification of Works' document informing this Lot. Tenderers shall confirm that they already have in place, as a minimum, the advised levels of insurance cover. If this is not the case, Tenderers shall confirm that they will obtain the advised levels of insurance cover, as a minimum, if the response were to be accepted by The Authority.

26. Tender Evaluation Model

26.1 Selection Criteria Evaluation

The Selection Criteria which are included as pass/fail questions (see table 2 below) will be evaluated first. If a "Fail" score is obtained on any of the questions designated "Pass/Fail", this will result in the Tender being rejected and questions which carry a 'weighting' will not be evaluated.

The following table (table 2) provides the summary scoring mechanism which will be applied. Please note that the online questionnaire includes the individual weightings for sub category and weightings for individual questions within a sub category. Some questions will also include additional instructions in the 'Supplier Help' window. Please make sure you read the supplier help notes before responding to the question.

It is important to ensure that a response does not exceed the maximum limit stated for that question within the supplier help section.

<u>PLEASE NOTE:</u> any response exceeding the maximum word count limit stated will NOT be evaluated beyond the threshold of the maximum word count limit.

For example, if a response had a stated word count limit of 1,000 words, and the submitted response was 1,200 words, the final 200 words would be disregarded and would not form part of the evaluation.

Similarly, if graphical content is submitted, when a narrative response has been requested, the graphical elements of the submission will be disregarded and would not form part of the evaluation.

TABLE 2: Evaluation Methodology (Pass/fail and weightings for quality questions and Price)

Section	Scoring Method	Weighting
Preliminary Questions - confirmation of core	Pass/Fail	N/A
supplier information	and/or	
	information only	
	Please refer to each question within the section on the system for more details	
Confirmation of core supplier information	Pass/Fail	N/A
	and/or	
	information only	
	Please refer to each question within the section on the system for more details	
Associated Persons / Sub Contractors	Pass/Fail	N/A
	and/or	
	information only	
	Please refer to each question within the section on the system for more details	
Economic & Financial Standing	Pass/Fail	N/A
Insurance Requirements	Pass/Fail	N/A

Licensing & Registration		Pas	ss/Fail		N/A	
Technical & Professional Ability		Pas	ss/Fail		N/A	
UK General Data Protection Regulation (GDPR)		Pas	ss/Fail			N/A
Equality Legislation		Pas	ss/Fail			N/A
Environmental Management		Pas	ss/Fail			N/A
Health & Safety		Pas	ss/Fail			N/A
Modern Slavery		Pas	ss/Fail			N/A
Living Wage / London Living Wage	Pass/Fail					N/A
Specification of Requirements	Pass/Fail					N/A
Method Statements (QL	JALITY)					70%
Question 1 Resident Communication	Scored 0-5 (see table 3 below)				30% (21% out of 70%)	
Question 2 Programme Management	Scored 0-5 (see table 3 below)					30% (21% out of 70%)
Question 3 Quality of Delivery	Scored below)	0-5	(see	table	30% (21% out of 70%)	
Question 4 Social Value	Scored below)	0-5	(see	table	10% (7% out of 70%)	

Price	30%	
Price Schedule	Scored in relation to the lowest priced compliant tender (see 28 below)	100%
Declaration	None – information only	N/A

26.2 Scoring of Technical or Quality Criteria

The quality evaluation will be scored in accordance with the table below.

TAB	LE 3: Scoring of Technical or Quality Criteria
0	No response. The bidder did not provide a response or a relevant response to the question.
1	Poor. The response provides very little confidence.
2	Unsatisfactory. The response provides some confidence but not to an acceptable degree. The response is partially compliant, but with serious deficiencies in supporting evidence to meet service requirements.
3	Satisfactory. The response provides an acceptable degree of confidence. The response includes evidence to support a compliant bid. But there are shortfalls in the evidence which means there remains some minor concerns
4	Good. The response provides a good degree of confidence. The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met.
5	Excellent. The response provides an exceptional degree of confidence. The response is compliant and offers substantial detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements.

Evaluation Panel

Each member of the evaluation panel will assess each Bid separately. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.

Members of the evaluation panel will individually score each of the bidder's responses based on the 'Scoring of Technical or Quality Criteria table above (Table 3). Each member will record their corresponding score along with the characteristics and relative advantages and disadvantages of the bid response. The evaluation panel members will record the corresponding 'Score Awarded' and the strengths and weaknesses of the response.

The Score Awarded' to a bidder's response must correspond to Table 3 i.e: 0, 1, 2, 3, 4, 5. No other scores may be used and decimal scores are not permitted from individual panel members.

26.4 Moderation

A moderation process will then be undertaken with the evaluation panel to discuss and agree the final score for each bid response.

In the event that the evaluators are unable to agree on a score for an individual question, the majority score will be awarded for that specific question.

All weighted scores from each award criterion will then be added together to give a final quality score total for each Bidder's Bid. The final quality score will be rounded to two decimal places.

27. Premier Supplier Programme

The Authority has undertaken a transformation of its payment practices and is seeking to further improve supplier relationships. As a result, the Authority are now able to offer the Premier Supplier Programme. Please refer to Appendix 3 for all the details on the Premier Supplier Programme prior to responding.

28. Evaluation of Bid Price

The price of the bid will be evaluated using both the bid price and any percentage rebate offered under the Authority's Premier Supplier Program.

The total sum of the rebate will be calculated as a percentage of the contract price. The total contract price will be the contract price with the early payment rebate deducted:

Total Contract Price = Contract Price - Rebate Offered

The lowest priced compliant tender will be awarded the maximum weight for price score (30%) of the overall marks. All other tender bids will receive a proportion of the maximum score in relation to the lowest priced bid.

The following formula will be used to score bids:

Lowest Priced Tender
----- X Weighting for Price
Tender Being Scored

Bids are accepted subject to section 19 (3)(C) of the Procurement Act 2023. The Contracting Authority may disregard any tender that offers a price that the contracting authority considers to be abnormally low for performance of the contract.

29. Financial Standing Assessment

The Authority will use a credit rating agency to assess your organisation's financial standing, noting that we shall use the contract value to partly assess your financial standing. (See Appendix 4 for Details)

This is a pass/fail criteria. Please refer to the Sutton Finance Scoring matrix for further information on how we carry out our financial evaluation. Our decision will be based on the scoring system set out in Financial Evaluation Results.

The assessment applicable to this contract is;

Total Contract Value Under £500K

In the event that further evaluation (as detailed for contracts over £500K) is necessary due to non availability of information on the D&B report, Bidders may be asked to provide one of the following financial documents in order that the further evaluation can be completed.

- A copy of the audited accounts for the most recent two years.
- A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation.
- A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
- 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).

Procurement Timetable

Key Dates

This procurement will follow a clear, structured and transparent process to ensure a fair and open process is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (Timetable) are currently anticipated to be as follows:

TABLE 1: Key Dates						
Event	Date					
Publish Tender Notice and ITT documents	29th July 2025					
Deadline for receipt of clarification questions	19 th August 2025 at 5pm					
Deadline for receipt of Tender	26 th August 2025 at 12 noon					
Notify Suppliers and Issue Assessment Summaries	24 th September 2025					
Contract award	Week commencing 27 th October 2025					
Publish Contract Details Notice	31st October 2025					
Contract Commencement Date	Week commencing 3 rd November 2025					

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

ProContract e-Procurement System Basic Instructions

Please use the Response Wizard to complete your responses. Within your activity for the ITT, you will see the Response controls shown below. Click the 'Start my response' button to open the wizard.



If you have any difficulty accessing the response wizard, please contact Proactis through their online technical support portal Proactis Central: http://www.proactis.com/Support. If your query is time critical please call their support on 0330 005 0352 who will be happy to help you. Please be advised the Supplier Support is only available between 09:00 and 17:30 (Monday - Friday). Outside these hours please log your issues through Proactis Central. Questions regarding tender documentation must not be directed to Proactis, but addressed using the messaging facility below.

Any queries relating to the request for quotation documentation should be posted using the **Messaging** functionality provided by the portal.

Click "view messages" to raise questions and view any answers Messaging
You have 2 unread message(s).
View messages

The number of unread messages, which are likely to be replies to questions asked by you or others or further information issued by us will be shown here. The presence of new information will also be notified by email, unless you have opted out.

The sending and receiving of documentation, questions and answers and communicating will be done electronically via the portal.

Premier Supplier Programme

The Authority has undertaken a transformation of its payment practices and is seeking to further improve supplier relationships. As a result we are now able to offer the Premier Supplier Programme.

Benefits to your organisation are :-

- ✓ Improved cash flow through early payment of invoices our target is to pay 10 days after receipt.
- ✓ Increased process efficiency via e-invoicing.
- ✔ Prioritised processing and query resolution.
- Nominated commercial managers.
- ✓ Enhanced client satisfaction focusing on service delivery rather than transactional performance.

The Authority expects its suppliers to support this programme which will allow the Authority to protect front line services whilst leveraging its sovereign credit rating and low cost of cash to provide liquidity to its supply chain.

More details on the programme are available on request as well as a sample Supplier Participation Agreement.

How it works

The Authority's standard contract terms will remain for 30 days. Where suppliers wish to participate and therefore be paid early, a small rebate is deducted. The Authority's target is to pay suppliers on day 10 i.e 20 days ahead of contractual terms.

However, in reality the actual payment day may vary between day 1 and day 30 in which case the rebate is calculated dynamically and is proportionate to the actual number of days by which payment is accelerated (the number of elapsed days between the receipt of the supplier's invoice and the date it is paid). The rebate is only applied if payment is made ahead of terms. Please note the payment date is the date the payment leaves the Authority's bank account and not the date on which it arrives in the supplier's bank account. Please see the Daily Rebate schedule below for further details.

The successful supplier will be required to sign the Supplier Participation Agreement on being awarded the contract at the rate offered in their tender.

The Authority reserves the right to refine or remove individual features and benefits of the programme according to specific circumstances at any time.

Tendering

The bidder with the lowest Net Price will be given maximum 30% weighting for the price element of 30%.

Net Price is calculated by subtracting any Premier Supplier Programme rebate offered from the tendered price. All other bids will then be compared against lowest Net Price on a pro- rata basis. Suppliers should submit a gross price and confirm any rebates offered in the Declaration of Intent to Join the programme schedule. This will then generate a Net Price which will be included in the scoring matrix.

Daily Rebate Schedule

	% of the amount owed that may be deducted by							
	Authority as rebate							
No. of days elapsed								
between calculation								
Trigger Date (invoice	Rebate of	fered:	ī	1				
receipt date) & invoice								
payment date	0.50%	1.00%	1.25%	1.50%	2.00%			
0	0.75%	1.50%	1.88%	2.25%	3.00%			
1	0.73%	1.45%	1.81%	2.18%	2.90%			
2	0.70%	1.40%	1.75%	2.10%	2.80%			
3	0.70%	1.35%	1.69%	2.03%	2.70%			
4	0.65%	1.30%	1.63%	1.95%	2.60%			
5	0.63%	1.25%	1.56%	1.88%	2.50%			
6	0.60%	1.20%	1.50%	1.80%	2.40%			
7	0.58%	1.15%	1.44%	1.73%	2.30%			
8	0.55%	1.10%	1.38%	1.65%	2.20%			
9	0.53%	1.05%	1.31%	1.58%	2.10%			
10 - Target	0.50%	1.00%	1.25%	1.50%	2.00%			
11	0.48%	0.95%	1.19%	1.43%	1.90%			
12	0.45%	0.90%	1.13%	1.35%	1.80%			
13	0.43%	0.85%	1.06%	1.28%	1.70%			
14	0.40%	0.80%	1.00%	1.20%	1.60%			
15	0.38%	0.75%	0.94%	1.13%	1.50%			
16	0.35%	0.70%	0.88%	1.05%	1.40%			
17	0.33%	0.65%	0.81%	0.98%	1.30%			
18	0.30%	0.60%	0.75%	0.90%	1.20%			
19	0.28%	0.55%	0.69%	0.83%	1.10%			
20	0.25%	0.50%	0.63%	0.75%	1.00%			
21	0.23%	0.45%	0.56%	0.68%	0.90%			
22	0.20%	0.40%	0.50%	0.60%	0.80%			
23	0.18%	0.35%	0.44%	0.53%	0.70%			
24	0.15%	0.30%	0.38%	0.45%	0.60%			
25	0.13%	0.25%	0.31%	0.38%	0.50%			
26	0.10%	0.20%	0.25%	0.30%	0.40%			
27	0.08%	0.15%	0.19%	0.23%	0.30%			
28	0.05%	0.10%	0.13%	0.15%	0.20%			
29	0.03%	0.05%	0.06%	0.08%	0.10%			
30	0.00%	0.00%	0.00%	0.00%	0.00%			

Financial Standing Assessment

The Authority will use a credit rating agency to assess your organisation's financial standing, noting that we shall use the contract value to partly assess your financial standing.

This is a pass/fail criteria. Please refer to the Sutton Finance Scoring matrix for further information on how we carry out our financial evaluation. Our decision will be based on the scoring system set out in Financial Evaluation Results.

The assessment applicable to this contract is:

Total Contract Value Under £500K

In the event that further evaluation (as detailed for contracts over £500K) is necessary due to non availability of information on the D&B report, Bidders may be asked to provide one of the following financial documents in order that the further evaluation can be completed.

- A copy of the audited accounts for the most recent two years.
- A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation.
- A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.
- 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)

Sutton Finance Scoring Matrix

Total Contract Value Under £500k

The financial evaluation of tenderers for contracts with a total value under £500k will be based on the Risk and Failure Score provided in Dun and Bradstreet (D&B) Credit Reports.

Below is the criteria for **PASS/FAIL** that will be awarded based on the Risk and Failure Score from the D&B Credit Report.

Overall Business Risk	Failure Score	Pass/Fail	Standard Scoring
Low	>=86	Pass	5
Low Moderate	>=51	Pass	4
Moderate	>=30	Pass	3
Moderate - High	>=16	Pass	2
Moderate - High	<=15	Fail	1
High	<=15	Fail	0
No Information*			

^{*}If there is no information available via a D&B report the tenderer will instead be evaluated using the financial evaluation used for Contracts over £500k. This may occur where an organisation is not registered with D&B or where there is little information on the report.

Total Contract Value Equal to or Over £500k

The financial evaluation of tenderers for contracts with a total value of £500k or higher will be based on the D&B report (if available) and information contained in the company accounts.

The D&B report will be assessed using the same thresholds for Overall Business Risk and Failure Score as set out above.

Three key financial ratio tests, using information provided in audited accounts, will be assessed to generate a pass/fail for each ratio.

To pass the financial evaluation the organisation must score a pass on the D&B test and two or more of the ratio tests. A pass in only one or none of the ratio tests will result in an overall fail.

The Ratio pass/fail thresholds are set out below, followed by a description of each ratio.

		Pass/Fail			
Turnover					Annual turnover from most recent accounts is
Ratio	>=2.0	Pass	<2.0	Fail	compared to annual contract value
					Current ratio formula as current
Current ratio	>1.5	Pass	<1.5	Fail	assets/current liabilities
Gearing ratio					Gearing formula as Total Debt** divided by
%	<50%	Pass	>50%	Fail	(Total debt / Shareholder Funds*) x100
					** short term and long term liabilities
					*shareholder equity only

Turnover Test	Company's turnover gives us an idea of the size of the company and demonstrates that the company has the resources to deliver the contract The result has to be greater than 2.0, which basically means that the bidder has an annual turnover value two times the size of the annual contract
Current Ratio Test	The current ratio is a liquidity ratio that measures a company's ability to pay its short-term obligations when they become due A current ratio above 1.5 means that the company has more than enough short term resources to meet its liabilities
Gearing Ratio Test	The gearing ratio measures the proportion of a company's borrowed funds to its equity A low gearing ratio (<50%) is positive as it shows that the company is funded more by equity rather than borrowed funds.

Where a minimum turnover is required for a specific contract, this will be detailed in the questionnaire available on the e-tender system. In some instances a minimum turnover will not apply. If the tenderer does not meet the minimum it will automatically fail the Turnover Test. If it meets the minimum it must also score >= 2.0 to Pass.

Financial Evaluation Results

The outcome of the financial evaluation will be approved under the delegations set out in the financial checks procedure document and reported back to the C&P team with reasons for the overall outcome provided. The overall outcome will be determined as set out below.

		Ratio Test								
		Not Needed (contract below £500k)	2 or more Pass	1 or less Pass	Not Available					
D&B Check	Pass	Pass	Pass	Considered a risk	Considered a risk					
	Fail	Considered a risk	May be considered a risk	Considered a risk	Considered a risk					
	Not Available	Considered a risk	May be considered a risk	Considered a risk	Considered a risk					

Where a bidder does not pass the financial tests and is considered a risk based on the matrix above, the bidder may still be taken forward at the discretion of the Council. This discretion may be applied if the Council considers that suitable arrangements are in place to mitigate the risk indicated by the financial test failure, or where the level of risk presented by the supplier and indicated in the financial test is considered acceptable. This may include for example, further assurance provided in the form of a parent company guarantee or performance bond, always subject to the Council's absolute discretion. If the Council is decides not to accept the level of risk and no mitigating arrangements are agreed or accepted by the Council, the Council may award to another bidder, subject to the financial test outcome.

The Council will document the rationale and approving officer where this discretion is applied.