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**Dated 5th August 2025**

**London & Quadrant Housing Trust**

**Open Procedure**

**Invitation to Tender**

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for Communal Cleaning Services at Tower Hamlets

**Section 1: Introduction and memorandum of information**

1. Introduction
   1. By a Tender Notice placed on the Central Digital Platform (the **Tender Notice**), London & Quadrant Housing Trust (L&Q) invites tenders from suitably qualified and experienced suppliers in relation to entering into an agreement (the **Contract**) to provide Communal Cleaning Services (the Services) for Tower Hamlets (the **Requirement**).
   2. This is an Open Procedure conducted in accordance with sections 19 to 24 of the Procurement Act 2023 (the **Act**) as further detailed in this Invitation to Tender (**ITT**).
   3. L&Q invites your organisation and other interested parties (each a **Bidder**) to submit a tender (the **Tender Submission**) for the Requirement as detailed in this ITT, which comprises the following sections:
      * 1. Section 1: Introduction and memorandum of information;
        2. Section 2: Tender requirements;
        3. Section 3: Submission requirements;
        4. Section 4: Evaluation methodology;
        5. Section 5: Instructions to Bidders;
        6. Section 6: Definitions
        7. Appendices: (Form of Contract, Contract Schedule of Amendments, Technical Specification, Prelims, etc)
2. Introduction to L&Q
   1. London & Quadrant Housing Trust, as a central purchasing body on behalf of itself and any of its current or future group entities and subsidiaries (together **L&Q**),
   2. At L&Q we believe passionately that people's health, security and happiness depend on where they live. We house around 250,000 people in more than 105,000 homes, primarily across London, the South East and the North West of England.
   3. Our vision is that everyone deserves a quality home that gives them the chance to live a better life – our mission is to combine our social purpose and commercial drive to create homes and neighbourhoods everyone can be proud of.
   4. As a regulated charitable housing association, we reinvest all the money we make into new and existing homes, creating successful communities and providing services for our residents.
3. Details of the Requirement
   1. An output specification for scheduled cleaning of all areas deemed within the scope of communal areas, inside and in some limited circumstances, outside L&Q residential buildings. This will include:
   * Hallways/ Corridors/ Walkways
   * All flooring (hard and soft)
   * Landings and communal balconies
   * Stairwells (including underneath stairwells, stair risers and nosings, where applicable).
   * Lifts– flooring and fixtures and fittings
   * Entrances, exits, doors, door mats, door glass and door furniture
   * Atriums
   * Communal walls, woodwork, ceilings, light fittings, electrical sockets, skirting boards, ledges, switches etc.
   * Communal Post Rooms
   * Bin/Refuge Stores
   * Bike Stores
   * Pram sheds
   * Mezzanine areas
   * Any other communally accessed areas within buildings on the estates which are likely to be used by residents.

In addition to the scheduled cleaning, there are several additional items that may be requested by L&Q at varying times throughout the year. This includes:

* + Graffiti Removal
  + Carpet shampooing (wet and dry extraction)
  + Deep cleaning of hard flooring, including concrete
  + External litter picking.
  1. These Communal Cleaning Services are required solely for the 37 x blocks within Tower Hamlets, comprised of 5 x Estates. As per the detailed Data list in Annex 15.
  2. The approx annual value for the required service is approx £320,000 (excluding VAT) and £383,000 (incl VAT) which comprises the specified Communal Cleaning Services, plus 2 x internal/external bin jet wash deep cleans, carried out 6 monthly

This represents just 1 x Lot for this ITT

* 1. Tenderers must note that the values and measurements contained in the ITT are estimates only and cannot be guaranteed as accurate.  The Tenderer accepts the risk in any inaccuracies in the values and measurements contained in the ITT and Contract. L&Q cannot be held responsible for any inaccuracies and volumes of Services required are also subject to change in line with L&Q’s varying business requirements. L&Q makes no representation or guarantee that they will order any Services under these Contracts.
  2. The JCT MTC 2016 Contract will be for a term of 5 years (the **Term**). No extensions are possible for this contract, however L&Q will have sole discretion to exercise a break clause on the following anniversaries:- on the second anniversary of the Contract Commencement Date and the anniversary of every subsequent Contract Commencement Date thereafter or after having given 13 weeks’ notice.
  3. Additional items will be weighted in accordance with the Pricing Document with a split of award criteria of
* 90% Cost per Clean (Core Service)
* 5% Cost for Consumables
* 5% Cost for Additional Works

1. L&Q's Objectives for the Requirement
   1. L&Q's aims and objectives are to:
      1. Award a long-term contract to 1 (one) x operator to perform these services and pay their directly employed staff the London Living Wage (pricing of the services should reflect this). L&Q requests that these services are not sub-contracted at any stage during the contract.
   2. L&Q reserves the right, at its sole discretion, to update, modify or replace its policies after the date of this Invitation to Tender by notification to the Bidders in writing.
2. Key Deadlines
   1. Tender Submissions must be submitted as set out in this ITT and returned to L&Q via the In-Tend Portal as set out in Paragraph ‎10 of this Section 1 to this ITT and is to be received no later than **12:00 hours (noon) on Monday 1st September** (the **Tender** **Submission Deadline)**.
   2. The closing date for clarifications to be submitted by Bidders is **17:00 hours on Monday 18th August** (the**Clarification Deadline**)**.** L&Q reserves the right not to consider or respond to any requests for clarification received after the Clarification Deadline.
3. Indicative Procurement Timetable
   1. Bidders should note the key dates in the following timetable.

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| **Key Stage** | **Estimated / Actual Date** |
| Publication of a Planned Procurement Notice | 19th May 2025 (2025/S 000-022726) |
| Publication of Preliminary Market Engagement Notice | 28th July 2025 |
| Notice of Intention issued to leaseholders | June 2025 |
| Publication of Tender Notice | 5th August 2025 |
| Clarification Deadline | 17:00 hours Monday 18th August 2025 |
| Tender Submission Deadline | 12:00 noon Monday 1st September 2025 |
| Tender Due Diligence | 1st September to 12th September 2025 |
| Tender Individual Evaluation | 15th September to 10th October 2025 |
| Tender Consensus Evaluation | 13th October to 17th October 2025 |
| Issue of Notice of Landlord's Proposals | 20th October 2025 |
| Observe Leaseholder Consultation Period | 21st October to 28th November 2025 |
| Award decision | 1st December 2025 |
| Issue of outcome letters and assessment summaries | 2nd December 2025 |
| Publish Contract Award Notice | 5th January 2026 |
| Mandatory standstill period | 8 working days, finishing on 16th January 2026 |
| Finalisation of Contract | 19th January 2026 |
| Mobilisation | 20th January 2026 to 27th March 2026 (10 x weeks) |
| Publication of Contract Details Notice | 19th January 2026 |
| Publication of copy of the Contract | 19th February 2026 |
| Contract Start Date | 30th March 2026 |

* 1. This timetable is subject to amendment by L&Q at its sole discretion.

1. Key Performance Indicators
   1. In accordance with section 52 of the Act, wherever L&Q enters into a public contract with an estimated value of more than £5 million, L&Q must set and publish at least three key performance indicators in respect of the Contract.
   2. In light of the estimated value of the Contract, L&Q has set the following indicative key performance indicators In accordance with section 52 of the Act for the purposes of this procurement:
      1. KPI 1 – Customer (Resident) Satisfaction Surveys
      2. KPI 2 – Rectification Notices
      3. KPI 3 – Quality Audit Check

Further details of the targets, minimum levels of acceptable performance, monitoring and reporting regime is set out in Annex the Contract. Please note that there may be other key performance indicators which have not been set out above and will not be reported on under section 52 of the Act but will be used for the purposes of monitoring the Contract.

* 1. L&Q reserves the right, at its sole discretion, to modify the Key Performance Indicators to be published ahead of contract award and will notify Bidders of any such changes in writing.
  2. By participating in this tender exercise, Bidders acknowledge that L&Q will monitor and report on the Key Performance Indicators noted above in accordance with section 71 of the Act and in accordance with the Contract. Additionally, in the event that a Bidder is awarded the Contract following the conclusion of this procurement, by participating in this tender exercise Bidders acknowledge that L&Q will publish such information regarding the performance of the Bidder in delivering the Contract as set out in this ITT, and as is required by the Act and the Procurement Regulations 2024 (as amended from time to time), in such form and at such periods as L&Q is required to publish such information and as further detailed in the Contract
  3. By submitting the Tender Certificate, Bidders agree to sign up to the Key Performance Indicators as set out in paragraph ‎7.2 of this Section 1 and in the Contract without amendment.

1. Duration, options, extensions and potential modifications
   1. The Term of the Contract is set out in paragraph 3.5 of this Section 1.
   2. No extensions are possible for this contract, however the Contract term will be Five (5) years, with L&Q having sole discretion to exercise a break clause on the following anniversaries:- on the second anniversary of the Contract Commencement Date and the anniversary of every subsequent Contract Commencement Date thereafter or after having given 13 weeks’ notice.
2. Form of Contract
   1. L&Q will enter into the Contract with the successful Contractor which shall be based on a JCT MTC 2016 with L&Q Schedule of Amendments. The form of Contract is set out at Annex 3 of this ITT.
   2. Bidders should acquaint themselves with the terms of the Contract and be prepared to execute and work under the Contract as required.
3. Portal
   1. All tender documents will be made available via L&Q’s e-tendering portal: <https://in-tendhost.co.uk/lqsupplychainmanagement> (the **Portal**).

Please also see Annex 6 for full details.

* 1. Bidders are instructed not to include in their response anything other than the requested documents. Generic and/or unrequested marketing material will be discarded and will not be read.
  2. The documents you submit as part of your Tender Submission will need to be done so via the Portal. The Portal is freely accessible to Bidders and is not subject to any paid membership or other charges. Use of the Portal does not require the purchase of high specification IT equipment or connections, or high-level personal IT skills/capabilities. Bidders are advised to complete their Tender Submissions in advance of the Tender Submission Deadline to allow time to request guidance where it is required. It is the responsibility of Bidders to ensure they are familiar with the Portal and allow sufficient time for finalising their Tender Submissions.
  3. L&Q is not responsible for inaccurate or incomplete contact information input into the portal by Bidders. It is the responsibility of a Bidder to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Bidder should the contact information be inaccurate. If at any stage a Bidder needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. L&Q is under no obligation to respond/follow up on ‘out of the office’ responses received from a Bidder and so Bidders will need to make appropriate arrangements to deal with absences.
  4. For any technical advice or assistance relating to the Portal and/or if for any reason the Portal is not available, please visit the Support Pages at <https://in-tendhost.co.uk/lqgroup/aspx/Help>. or contact the In-Tend Support team at [support@in-tend.com](mailto:support@in-tend.com) or on **0845 557 8079 / +44 (0) 114 407 0065** alternatively please contact the L&Q Procurement Team at [procurement@lqgroup.org.uk](mailto:procurement@lqgroup.org.uk).
  5. This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.
  6. All documents, attachments and Tender Submissions must be submitted electronically via the Portal.

1. Communications Protocol – general communications
   1. Any questions about this procurement should be submitted in writing via the Portal. L&Q will endeavour to answer all queries about the procurement provided that such queries are received ahead of the Clarification Deadline set out in paragraph 5.2 of Section 1 of this ITT. Bidders must clearly indicate when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Bidder submitting the question. If L&Q does not agree that the question is confidential and applicable only to the Bidder, the Bidder will be given the right to withdraw the question without it being answered. Where a Bidder does not confirm that the question is withdrawn, L&Q will provide a response to all Bidders in a suitably anonymous form.
   2. Any communication or attempt to contact any member of L&Q's staff, executive team or board members may result in the Bidder being disqualified from the procurement process and not considered further.
2. Leaseholder Consultation
   1. Bidders shall provide to L&Q or its agents and appointees any information that L&Q may require in order to fulfil its obligations to consult leaseholders pursuant to Landlord & Tenant Act 1987 (as amended) and the Service Charges (Consultation on Requirements) (England) Regulations 2003 (as amended), and shall hereby waive any rights of confidentiality over its Tender Submissions in this respect.

**Section 2:** **Tender requirements**

1. Procurement Specific Questionnaire
   1. As part of the Tender Submission, responses to the Procurement Specific Questionnaire (**PSQ**) must be provided by all Bidders. The PSQ is set out in Annex 7 to this ITT.
2. Quality / Technical Question Responses and Proposals
   1. Responses for Tender Submission should be provided in line with L&Q’s requirements and should be noted in the Tender Submission Checklist set out at paragraph 4 of this Section 2.
   2. L&Q recognises the level, time and expense that the parties will incur on a Tender Submission of this nature. In order to give focus to your responses and minimise wasted time and effort, Bidders are required to submit concise responses detailing Requirement specific information only, unless supporting evidence is requested. Any word/ page limits referred to are the **maximum** number of words/ pages applicable to each response.
   3. Bidders should note that L&Q will be able to take into account any additional information that comes to its attention, either through clarifications, additional enquires, current workflows or other communications from the Bidder. L&Q will also take into account any other objectively verifiable information that comes to its attention through third parties or that otherwise subsequently becomes publicly available.
3. Artificial Intelligence
   1. Bidders shall not upload or otherwise transfer this ITT, nor any other document accompanying it, to any artificial intelligence application or other large language model, whether to generate the Bidder's Tender Submission or for any other reason.
   2. Any bidder suspected of using any artificial intelligence application or other large language model may be disqualified from the procurement process and not considered further.
4. Checklist of Tender Documents
   1. Bidders should read all the documents forming this ITT carefully and ensure that they have reviewed and actioned each of the following documents:

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| **Annex** | **Description** |
| Annex 1 | Tender Certificate |
| Annex 9 | Modern Slavery & Human Trafficking Certificate |
| Annex 10 | Non-Collusion Certificate |
| Annex 11 | Compliance Certificate |
| Annex 13 | Confidentiality Agreement |
| Annex 7 | Procurement Specific Questionnaire |
| Annex 8 | Quality Questions |
| Annex 12 | Pricing Schedule/Document |
| Annex 14 | TUPE Liability |

1. Price Submission
   1. L&Q requires the Bidder to complete and submit the Pricing Document in full. All spreadsheets should be unlocked, and it is a mandatory requirement for all of the documents to be completed in full. Pricing to include payment of London Living Wage to operators working on this contract.

Please complete the pricing document covering all 3 x parts:-

Summary – Core Services – Cleaning – Price per Block

Consumables – Price per Pack

Additional Works – Total cost for each call off item

Summary pricing per Block must be an all-in rate inclusive of prelims, with separate pricing required for overheads and profit. No separate claims for additional sums will be accepted.

All prices must not be inclusive of V.A.T.

All bidders are required to pay their directly employed staff the London Living Wage and pricing of services should reflect this.

Additional items will be weighted in accordance with the Pricing Document with a split of award criteria of

* 90% Cost per Clean (Core Service)
* 5% Cost for Consumables
* 5% Cost for Additional Works
  1. Price Adjustment Mechanism

Prices quoted at Tender will not be subject to change for the first year. Price variation will be allowable from the first anniversary. This will be for all Suppliers who are not subject to performance measures.

Should a supplier be subject to performance measures in the preceding six (6) months before the contract anniversary, then automatic variation is suspended until the following contract anniversary.

The movement to be applied to the rates shall be calculated on the basis of the increase/decrease between the index published in the month of August preceding the anniversary date of the contract and the base index, with such difference being expressed as a percentage of the base index rounded up to two decimal places. The base index for calculation purposes shall be as stated below.

Any subsequent increase/decrease to the rates stated in the Schedule of Rates will only be applied to the value of Services and Works completed after the Anniversary date of the Contract.

Contract Price Fluctuations – In accordance with the movement as determined by the Consumer Price Index to be applied for each respective year until termination or expiry of the Contract whichever is the earlier.

CALCULATION

Published Index - Base Index = Difference ÷ Base Index x 100 = % change

* 1. **Social Value**

L&Q are committed to responsible supply chain management and getting the best value for money for our residents, incorporating social value in supply chain helps us achieve this. Social value is considered on every contract procured at L&Q and any obligations will be included in signed contracts.

Financial Donation

A financial donation (1% contract value) to be paid to LQF annually in arrears. LQF will liaise with the contract manager at the end of the first year and every subsequent year of the contract to determine actual contract value and an invoice will be raised for the agreed amount.

All donations will be coded to SVF and distributed inline with SVF SOP. Contributing supply chain partners with receive our annual report detailing projects funded and social value return on investment.

Contributing supply chain partners will be invited to take part in our grants panel to distribute the SVF.

1. Contract
   1. The form of contract is included at Annex 3 to this ITT (JCT MTC 2016 plus L&Q Schedule of Amendments).
   2. This Open Procedure does not allow for the Contract to be negotiated after the decision to award has been made, or during the evaluation process. Bidders should ensure that they have read and understood the terms of the Contract prior to submitting their Tender Submissions.
   3. If there are any terms within the Contract that a Bidder considers they could not accept, the Bidder should send a clarification to L&Q (using the process set out at paragraph ‎11 of Section 1) by the Clarification Deadline. Any clarification received after this date may not be considered by L&Q. L&Q may, in its sole discretion, amend the Contract, and if it does, the revised Contract will be issued to all Bidders prior to the Tender Submission Deadline.
   4. Bidders are required to obtain sign-off on the Contract from their legal advisers insurers, bondsman, parent company, and Board (as required) and confirm within their Quality Proposals that they are able to enter into contract with L&Q in the form of contract, without amendment. L&Q will not enter into negotiation with a Bidder either during or after the award decision.
   5. By submitting the Tender Certificate, Bidders are indicating their unequivocal acceptance of the contractual documentation in the forms attached to this ITT. L&Q reserves the right to reject any Tender Submission and seek alternative solutions or parties to contract with where the Bidder subsequently seeks any amendments, either pre- or post-award.
2. TUPE
   1. Bidders should note that there may be a transfer of an undertaking or service as recognised by the TUPE Regulations. For the purposes of this competitive process, you should price the cost of any TUPE or related obligations, including pensions. TUPE costs should be factored into your Price Submission.
   2. Tenderers are advised that it is L&Q’s view that the terms of the European Acquired Rights Directive 77/187 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendments hereafter collectively referred to as “TUPE” may apply on the commencement of Cleaning services.
   3. TUPE does apply to those employees of the incumbent contractors who are assigned to providing any service (the “Transferring Employees”) that is continued by the provision of the Services will become employees of the Contractor on their existing terms and conditions of employment, including rates of pay.
   4. It is the responsibility of each Tenderer to satisfy itself whether TUPE will apply and to what extent under any resultant Contract, and L&Q accepts no liability for any failure to do so.
   5. Tenderers should note that L&Q’s current incumbent supplier has stated TUPE may apply.
   6. This supplier will provide L&Q with relevant data for the staff they believe are eligible for transfer available at Annex A-14. To access Annex A-14 you must complete and return Annex A-13 Confidentiality Agreement
   7. L&Q does not guarantee the validity or accuracy of this or any other relevant data that may be provided by incumbent contractors and hereby excludes any liability arising from such, nor can it guarantee that the incumbent contractors will not consider that to provide such data may place them at a commercial disadvantage or in breach of the GDPR. By tendering for a Lot, the Tenderer accepts the risk in any inaccuracies in the data provided by L&Q’s current incumbent suppliers.
   8. Further information on the details contained in Annex A-14 must be sought from L&Q’s incumbent supplier:

Just Ask (Nexgen Group)

Keith Keeley (Operations Director)

[Keith.Keeley@nexgengroup.uk](mailto:Keith.Keeley@nexgengroup.uk)

* 1. Tenderers are advised to seek independent professional advice on the effects of TUPE on their Tender.
  2. It is the duty of Tenderers to fully satisfy themselves in relation to their obligations under all relevant legislation relating to all matters covered by this Paragraph 13 and to allow for all costs in such compliance.
  3. The TUPE liability as declared by L&Q’s incumbent Contractors is available at Annex A-6.

1. Variant Bid

Not permitted in this ITT*.*

**Section 3:** **Submission requirements**

1. Submission Deadlines
   1. Bidders are required to submit their Tender Submissions by the Tender Submission Deadline set out in Section 1 of this ITT.
   2. Bidders are able to submit clarifications in accordance with the procedure set out in Section 1 of this ITT. Clarifications must be submitted via the Portal by the Clarification Deadline set out in Section 1 of this ITT.
2. Submission Requirements
   1. All Bidders must submit a **Compliant Tender Submission**.
   2. A Compliant Tender Submission is a Tender Submission that is submitted via the Portal and is compliant with the rules of this ITT, including the Instructions to Bidders set out in Section 5 of this ITT.
   3. Any Bidder who does not submit a Compliant Tender Submission will be rejected from the procurement and their Tender Submission will not be considered further.
3. Submission of Tender Submissions
   1. No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Tender Submission or to any part of the ITT. Tender Submissions must not be qualified in any way apart from as allowed under the ITT and must be submitted strictly in accordance with the ITT, including these Instructions. Tender Submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the Tender Submission equivocal and/or placing it on a different footing from other Tender Submissions.
   2. L&Q reserves the right to retain all Tender Submissions submitted by Bidders throughout the period and Bidders confirm that their Tender Submissions remain valid and open for acceptance for six (6) months after that date.
   3. Any failure to comply with these requirements for the submission of the Tender Submission and other requirements regarding time of receipt and submission of signed documents may cause the Tender Submission to be disallowed. In such cases, the decision will be referred to L&Q as the final arbiter.
   4. Any Tender Submission or other supporting documents received after the Tender Submission Deadline may not be considered for acceptance by L&Q.
   5. The Tender Submissions and other supporting documents shall be completed in black type, Arial font, size 11, in the English language and state all monetary amounts in British Pounds Sterling. Supporting information should be presented in the same order as, and referenced to, the relevant question.
   6. The Tender Submission must be signed via an encrypted e-signature solution (e.g. DocuSign or Adobe Sign) or a scanned version of a hardcopy signature:
      1. where the Bidder is an individual, by that individual; or
      2. where the Bidder is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney (a copy of which is to be provided with the Tender Submission on behalf of the other partners); or
      3. where the Bidder is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
   7. Each Bidder shall produce forthwith upon request by L&Q documentary evidence of any authorisation referred to in this ITT.
   8. Bidders should include in their Tender Submission all information required by the Price Schedule and should include all information required by the ITT and all costs necessary to undertake the Requirement safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.
   9. The ITT and all other documents provided to Bidders will remain the property of L&Q. Bidders are advised to retain for themselves details of their Tender Submissions.

**Section 4: Evaluation methodology**

1. Introduction
   1. This evaluation methodology will be applied to Tender Submissions.
   2. L&Q will conduct a qualitative and financial evaluation of the Tender Submissions received and the Contract will be awarded on the basis of the Most Advantageous Tender and in accordance with the methodology set out below.
   3. Tender Submissions must be submitted under cover of the Tender Certificate set out in Annex 1 to this ITT.
2. The evaluation team
   1. An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Tender Submission. The evaluation team will comprise the following representatives of L&Q and L&Q's technical advisers:-

* L&Q SME/Project Manager – Estate Services
* L&Q Managing Quantity Surveyor - Commercial
* Consultants – Thomson FM
  1. It is acknowledged by the Bidder that the composition of the evaluation panel may be subject to change during the evaluation process. To the extent that L&Q requires changes to the members of the evaluation panel, L&Q will review and revise (as necessary) the conflicts assessment prepared for this tender exercise in accordance with section 83(5) of the Act.

1. General information on the evaluation process
   1. Tender Submissions will be subject to a five stage evaluation process:
      1. Stage 1 – Initial screening assessment (undertaken by L&Q’s Group Procurement Team)
      2. Stage 2 – Evaluation of Procurement Specific Questionnaire (undertaken by L&Q’s Group Procurement Team with L&Q’s SME/Project Manager and Consultants – Thomson FM)
      3. Stages 3 – Quality evaluation (undertaken by L&Q’s SME/Project Manager and Consultants – Thomson FM, plus L&Q residents for 1 x question)
      4. Stage 4 – Price Evaluation (no pricing will be disclosed to the Quality evaluation team until their evaluation and consensus sessions are complete) which will be undertaken by L&Q’s Group Procurement Team.
      5. Stage 5 – Consensus/Moderation and final decision (undertaken by L&Q’s SME/Project Manager, Managing Quantity Surveyor and Consultants – Thomson FM) and chaired by L&Q’s Group Procurement
2. Stage 1 – Initial screening assessment
   1. Tender Submissions will be subject to an initial screening assessment against the following Stage 1 Submission Requirements to confirm:
      1. the Tender Submission is a Compliant Tender Submission within the meaning of paragraph ‎2 of Section 3 to this ITT; and
      2. the Tender Submission has been submitted on time, is completed correctly, is materially complete and meets the Tender Submission Requirements set out in Section 3 of this ITT; and
      3. the Tender Submission is sufficiently complete to enable it to be evaluated in accordance with this evaluation methodology; and
      4. the Bidder has not contravened any of the terms and conditions of the tender process, either provided for in the Act, the Procurement Regulations 2024, and/or this ITT.
   2. The initial screening assessment can be reapplied at any point during the tender process, to ensure that the Bidders still meet these conditions.
   3. Tender Submissions that do not comply with any of the Stage 1 Submission Requirements set out at paragraph ‎4.1 above may be rejected at this stage and removed from the tender process and not evaluated further.
3. Stage 2 – Evaluation of Procurement Specific Questionnaire
   1. The evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Bidder's responses to the PSQ, by reference to the evaluation guidance which is set out in Annex 7 of this ITT.
   2. The PSQ scored questions (2.2.1 Sub Contractors & 2.2.2. Prompt Payment Code) will be scored out of five (5) using the scoring matrix set out below.

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| **Score** | **Assessment Criteria** |
| **0** | **Fail** - Either no response is provided or fails to meet the requirements in all aspects or response does not allow L&Q to evaluate its contents or is irrelevant or no response has been submitted. |
| **1** | **Poor** - Significantly fails to meet the requirements but meets some in part. Evidence has major gaps, is unconvincing in many respects, lacks credibility, or largely irrelevant. |
| **2** | **Inadequate** - Meets some of the requirements but fails to meet half. Evidence has moderate gaps and is unconvincing. |
| **3** | **Acceptable** - Meets most of the requirements but not all. Some evidence has minor gaps, or to a small extent is unconvincing, lacks credibility or is irrelevant. |
| **4** | **Good** - Meets the requirements fully. Evidence is sufficient (in qualitative terms), convincing, and credible. |
| **5** | **Excellent** - Meets the requirements fully and exceeds them in some aspects. Evidence is consistent, comprehensive, compelling, directly relevant in all respects and highly credible (by being substantiated by independent sources where possible.) |

* 1. Where a Bidder receives a "Fail" score for any of the PSQ they will be rejected from the Procurement and their Tender Submission will not be considered any further.

1. Stages 3 and 4 – Quality and Price evaluation
   1. Tender Submissions which successfully pass the Stage 2 evaluation of conditions of participation will be subject to detailed evaluation in accordance with the evaluation criteria and weightings set out in this ITT.
   2. During Stages 3 and 4 L&Q reserves the right to call for further information or clarification from Bidders, as appropriate, to assist in its consideration of the Tender Submissions.
   3. The successful Bidder will be the Bidder who achieves the best overall combined scores. The Tender Submissions will be assessed according to the criteria set out below and in proportion to the following weighting:

a) **Stage 3 – Quality – 70%**

70% of the marks available will be allocated to the qualitative submissions. The criteria are based on the responses requested in this ITT.

b) **Stage 4 – Price – 30%**

30% of the marks available will be allocated according to the rates indicated in the Price Schedule.

* 1. Quality evaluation
     1. Compliance with the Quality criteria summarised in Table 1 will be evaluated first. These questions will be scored on a "Pass / Fail" basis in accordance with the scoring guidance set out in Table 1.
     2. A Bidder will fail the qualitative evaluation where it receives a "Fail" score for any "Pass / Fail" question and will be rejected from the procurement. Their Tender Submission will not be considered any further.
     3. Bidders are required to provide an undertaking confirming that they accept the Contract terms and conditions as drafted, and that they are able to enter into the Contract without amendment. Failure to provide this undertaking will result in a "Fail" score being awarded. If a Bidder receives a "Fail" score for this question they will be rejected from the procurement and their Tender Submission will not be considered any further.
     4. Only Bidders who receive a "Pass" score for all of the "Pass / Fail" questions will have their scored questions evaluated in accordance with the evaluation methodology set out in this paragraph ‎5.4.
     5. Quality criteria summarised in Table 1 will be marked out of 5 using the scoring scale set out in Table 2. In awarding scores in line with the scoring matrix set out at Table 2, evaluators will have regard to the scoring guidance and specific requirements for each of the Quality criteria summarised in Table 1.
     6. Each member of the evaluation panel will mark individually and allocate individual scores. These scores will then be subject to a consensus/moderation chaired by an independent moderator (L&Q’s Group Procurement Category Manager), and the evaluation team will meet to agree a final score by consensus
     7. The agreed final scores for Quality criteria will then be weighted in accordance with the weightings set out in Table 1.
     8. The Tender Submission with the highest Quality score will be weighted to 70%. Other Tender Submissions will be scored based on the extent to which their Quality score was lower than the Tender Submission which scored highest.

An example is provided below:

Bidder A has the highest weighted mark for quality of 38 and is awarded the full percentage for quality of 70%. Bidder B has been awarded a weighted mark for quality of 30 so is awarded:30/38 x 70% = 55.26%.

This example is hypothetical and bears no relation to the actual subject of the Tender.

* + 1. All weightings, including sub-weightings, are based on a percentage of the total marks available in respect of the Quality criteria. Once each mark has been weighted in accordance with the percentage weightings set out in Table 1, the weighted marks will be added together to identify the total mark in respect of quality for that Tender Submission.

**Table 1 – Quality criteria**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Pass/ Fail questions** | | | | |
| **Question number** | **Quality Criteria** | **Evaluation** **Guidance (****L&Q's requirements)** | | **Pass Criteria** |
| 1 | Core Supplier Information | Answering "no" to any of the questions in 1 or failing to provide your organisation's unique identifier will result in your organisation being awarded a "fail". | Yes / No  Pass / Fail | |
|  | Supplier Basic Information | Where a Bidder has failed to provide the required supplier basic information in accordance with regulation 9 of the Procurement Regulations 2024, or has failed to maintain up to date supplier basic information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass/Fail | |
| 1.1 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 2 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 3 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 4 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 5 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 6 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 8 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 2 | Connected Person | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | Pass / Fail | |
| 2.1.1 | Economic & Financial Standings | To Pass:- Your average turnover for the last two years of audited accounts is equal to, or more than 1.5 times the annual value of this contract.  If your turnover is less than this, it will result in a Fail | Pass / Fail | |
| 2.1.2 | Audited Accounts | A fail will be awarded where it comes to L&Q's attention that significant changes have occurred since your organisation's last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts, and where this is not declared in response to this PSQ along with sufficient evidence to demonstrate that any such changes do not, in L&Q's opinion, impact on your organisation's ability to deliver the Requirement. | Pass / Fail | |
| 2.1.3/4 | Bidding Group / Consortium | Please note that where a parent company is being relied on to pass the financial threshold, these details must be provided under question 2.1.3 and question 2.1.4.  Where L&Q's analysis of an organisation's financial position shows that further measure are necessary to provide adequate assurance of its financial strength and the organisation answers No to this question, the organisation will receive a "fail" for this question and will be disqualified  Failure to offer a parent company guarantee or other guarantee on the terms set out by L&Q will result in a "fail". | Pass / Fail | |
| 2.2.1 | Sub-contracting | A "Fail" will be awarded where you are unable to demonstrate appropriate supply chain management tracking systems to ensure performance of contracts, or where you fail to demonstrate prompt payment of your supply chains. | Pass / Fail | |
| 2.2.2 | Prompt Payment Code | Please also provide confirmation of your membership of the UK Prompt Payment Code or otherwise demonstrate your understanding of and compliance with the requirements of the Code (or equivalent schemes in other countries) in relation to prompt payment of sub-contractors. | Pass / Fail | |
| 3.1 | Insurance | A "fail" will be awarded where a Bidder does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances. | Pass / Fail | |
| 3.2.1 | Equality & Diversity | Non UK-based firms should answer substituting, where relevant, the appropriate legislation and/or codes of practice etc., where applicable within their domestic jurisdiction.  A "fail" will be awarded where a Bidder does not confirm that it complies with current anti-discrimination legislation. | Pass / Fail | |
| 3.2.2 |  | A "fail" will be awarded where a Bidder does not confirm that it has the required Equality and Diversity policy and that this can be produced as required. | Pass / Fail | |
| 3.2.3 |  | If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring. | Yes / No  Pass / Fail | |
| 3.2.4 |  | If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring.  Your organisation may be excluded if you are unable to demonstrate to L&Q's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | Yes / No  Pass / Fail | |
| 3.2.5 |  | A "fail" will be awarded where the Bidder uses sub-contractors and does not have in place the required checks. | Pass / Fail | |
| 3.2.6 | Social Value | A "fail" will be awarded where the Bidder does not commit to making this donation. | Pass/Fail | |
| 3.3 | Health & Safety | A "fail" will be awarded where the Bidder fails to demonstrate that any arrangements are in place to manage health and safety, or where the Bidder fails to demonstrate that such arrangements manage health and safety effectively, and control significant risks relevant to the requirements for the Requirement. | Pass / Fail | |
| 3.4 | Quality Assurance | A "fail" will be awarded where the Bidder fails to provide details of any quality assurance certification/accreditation held by its organisation, or where the Bidder confirms that its organisation does not hold any such certification/accreditation | Pass / Fail | |
| 3.5.1 | Data Protection & Cyber Security | A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place. | Pass / Fail | |
| 3.5.2 |  | Failure to confirm that adequate procedures are or will be in place will result in a "fail" mark being awarded | Pass / Fail | |
| 3.5.3 |  | A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place. | Pass / Fail | |
| 3.5.4 |  | A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place. | Pass / Fail | |
| 3.6.1 | Anti-corruption | Failure to confirm that adequate procedures are in place will result in a "fail" mark being awarded | Pass / Fail | |
| 3.6.2 |  | Failure to confirm that adequate procedures are in place will result in a "fail" mark being awarded | Pass / Fail | |
| 3.7.1/2/3/4 | Modern Slavery | A "fail" will be awarded where a Bidder fails to provide access to or a copy of the latest statement and/or where the statement fails to include the relevant information set out in question 3.7.4, and fails to provide an adequate explanation as required by question 3.7.4. | Pass / Fail | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Scored questions** | | | |
| **Question number** | **Quality Criteria** | **Evaluation** **Guidance (****L&Q's requirements)**[[1]](#footnote-2) | **Criteria Weighting** |
| 2.2.1 | Sub Contractors | Where you intend to sub-contract a proportion of the Project, please demonstrate how you have previously maintained healthy supply chains with your sub-Contractor. Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract. | 5 Marks |
| 2.2.2 | Prompt Payment Code | Please also provide confirmation of your membership of the UK Prompt Payment Code or otherwise demonstrate your understanding of and compliance with the requirements of the Code (or equivalent schemes in other countries) in relation to prompt payment of sub-contractors. | 5 Marks |
| 8.1 | Relevant Experience and Local Alignment | Provide two recent examples (within the last three years) of communal cleaning contracts of comparable size and complexity, preferably within housing association or local authority contexts. Focus on your ability to operate in dense, mixed-tenure boroughs like Tower Hamlets. Explain how your service delivery adapted to site-specific needs and resident expectations. Include contract scope, performance outcomes, and contactable references. | 15 Marks per example  Total 30 Marks |
| 8.2 | Service Delivery and Responsiveness | Describe your approach to delivering scheduled and ad hoc communal cleaning services across Tower Hamlets. Include your planning methodology, proposed frequencies, use of real-time technology, escalation processes for missed visits, and ability to adapt delivery to estate layout, resident use patterns, and seasonal demand. Provide one worked example. | 20 Marks |
| 8.3 | Workforce Resourcing and Resilience | Provide a detailed overview of your workforce model for this contract. Include resourcing strategy, rota and shift structure, recruitment and vetting procedures, and plans for holiday/sickness cover. Explain how you ensure consistent service standards, fair working conditions and how you promote a diverse and locally representative workforce. | 15 Marks |
| 8.4 | Resident Engagement and Satisfaction | How will you actively engage Tower Hamlets residents in service monitoring and improvement? Describe your approach to communication, gathering feedback, visibility of operatives, and actions you will take to build trust and satisfaction. This question will be assessed by a panel of residents. | 20 Marks |
| 8.5 | Mobilisation and Contract Start | Submit a tailored mobilisation plan detailing milestones, roles, resource readiness, TUPE handling, and risk mitigation. Show how you will ensure a seamless transition from the incumbent and how you will communicate with L&Q throughout the mobilisation phase.  Responses must identify at least three risks and clear mitigation actions. | 15 Marks |
| 8.6 | Contract Management and Communication | Describe your management structure for this contract. Include site supervision, escalation hierarchy, performance tracking, complaints handling, and reporting to L&Q. Provide an example agenda for monthly reviews and explain how underperformance will be identified and addressed. | 15 Marks |
| 8.7 | Health & Safety and Risk | Explain your approach to health and safety including induction, dynamic risk assessment, lone working protocols, COSHH control, and monitoring of subcontractors (if applicable). Outline your business continuity planning for localised or borough-wide disruption. | 15 Marks |
| 8.8 | Pricing Methodology | Describe how your pricing has been calculated for this tender. Explain how labour, equipment, consumables, supervision and contingency are reflected. Justify how your pricing balances quality, value for money and contract sustainability. Clarify your internal validation processes. | 15 Marks |
|  |  | **Total marks available** | **155 Marks** |

**Table 2 – Scoring matrix**

|  |  |
| --- | --- |
| **Score** | **Assessment Criteria** |
| **0** | **Very Poor** - Either no response is provided or the response completely fails to demonstrate that any of L&Q’s requirements in the area being evaluated will be delivered in accordance with the Specification and Contract Documents. |
| **1** | **Poor** - Provides only limited assurance that L&Q’s requirements in the area being evaluated will be delivered in accordance with the Specification and Contract Documents, so as to result in a poor standard of delivery of the works/services/supplies. |
| **2** | **Reasonable** - Demonstrates how a number of L&Q’s requirements in the area being evaluated will be delivered in accordance with the Specification and Contract Documents so as to provide a reasonable standard of delivery of the works/services/supplies. |
| **3** | **Good** - Demonstrates how most of L&Q’s requirements in the area being evaluated will be delivered in accordance with the Specification and Contract Documents so as to provide a good standard of delivery of the works/services/supplies. |
| **4** | **Very Good** - Demonstrates how almost all L&Q’s requirements in the area being evaluated will be delivered in accordance with the Specification and Contract Documents so as to deliver the works/services/supplies very well. |
| **5** | **Excellent** - Demonstrates clearly and convincingly how all L&Q’s requirements in the area being evaluated will be delivered in accordance with the Specification and Contract Documents so as to deliver the works/services/supplies in an excellent way. |

* 1. **Evaluation of Price** 
     1. Tender Submissions will be evaluated for the remaining 30% on the prices submitted in the Pricing Document. The Pricing Document set out on the Portal is to be completed by Bidders.
     2. Price will be evaluated as follows:
  2. The maximum available price weighting will be awarded to the lowest bidder. All other offers will be awarded a mark which is proportionate to the lowest bid.
  3. The following calculation will be used:

Lowest Tender Received

Price Mark = -------------------------------- x [ ] marks available for Price

Tender being analysed

* 1. L&Q may reject any Tender that it considers to be abnormally low in line with Section 9, paragraph 9.
  2. The prices submitted by the successful Bidder must not be qualified and will be fixed with changes only in line with the Contract and the described mechanism for price variation.
  3. L&Q **may** require all Bidders to attend formal presentations/interviews with the evaluation panel as the final stage of the evaluation process. The presentation/interview will cover specific questions on any issues that may require clarification arising from the Tender Submission. Bidders acknowledge that the responses they give to the questions raised at the presentation/interview may result in the provisional scores previously allocated to the written Tender Submissions being moderated either up or down in accordance with the assessment methodology.
  4. **If** an interview/presentation is required, then the Bidder will be represented at the interview by the operational staff who will be involved in the performance of the Contract
  5. Exact details of the time/place and scope of the interview will be confirmed at least one week before the provisional dates of the interviews.
  6. The Quality evaluation team will not have access to any pricing until the quality consensus session is completed.

1. Stage 5 – Consensus and Final decision
   1. Scores for all stages of the tender evaluation will be added together to produce a final ranking of Bidders. The Bidder with the highest overall score will be recommended to the Board for final approval as the Most Advantageous Tender.
   2. Following formal approval, L&Q intends to award the Contract to the Bidder identified as having submitted the Most Advantageous Tender as set out in paragraph ‎7.1 of this Section 5 to the ITT.
   3. If Section 20 of the Landlord and Tenant Act 1985 applies, the bidder will receive a formal award after a Stage 2 consultation has been successfully completed.
   4. L&Q reserves the right to clarify a Bidder's Tender Submission response at any point during the evaluation process and will do this by communicating with the Bidder concerned via the Portal.
2. General Comments
   1. Responses will be reviewed by members of Estate Services, Group Procurement, Commercial, Consultants and their legal and technical advisers.
   2. Where a question is marked "information", responses will be considered in as far as they relate to the circumstances sections 26 to 30 (Exclusions) of the Act and/or schedules 6 and 7 to the Act, and/or as verification of any answers provided in relation to other questions as part of this ITT.
   3. L&Q reserves the right to revise the award decision in the following limited circumstances:
      1. The selected Bidder does not satisfy any evaluation criteria for the PSQ at the point of contract award; or
      2. The selected Bidder presents a reasonable risk of bringing L&Q's identifiable and well-established reputation and profile into disrepute or damaging the same; or
      3. The selected Bidder seeks to amend its Tender Submission and L&Q does not agree to such changes; or
      4. The selected Bidder does not enter into the Contract in a timeous manner; or
      5. The selected Bidder declines to enter into the Contract or decides to remove itself from this tender exercise.
   4. In the event that any of the circumstances described in paragraph ‎9.3 arise, L&Q will seek to award the Contract to the Bidder who has submitted next Most Advantageous Tender. Such award will be subject to the same process as set out above.
   5. Once a preferred Bidder has been selected, the Contract will be compiled for execution. During this contract finalisation process L&Q reserves the right to make such modifications to the Contract as are reasonably necessary to reflect the specifics of the preferred bidder's Tender Submission, provided always that such modifications are permitted modifications under Section 74 and Schedule 8 of the ACT.
   6. The Bidders acknowledge and agree that the conditions of participation set out in the PSQ continue to apply throughout the procurement and, if successful, into the Contract duration. With that in mind, prior to contract award and prior to entering into the Contract (and at any other reasonable time throughout the procurement), L&Q reserves the right to request any information from a Bidder to ensure its continuing qualification with the conditions of participation set out in the PSQ, including (but not limited to) evidence of the Bidder's economic and financial standing (including the Bidder's most recent management accounts).
   7. If at any time prior to contract award a Bidder is placed on the Debarment List (as set out section 62 of the Act), L&Q reserves the right reject that Bidder from the procurement process and their Tender Submission will not be considered any further.

**Section 5: Instructions to Bidders**

Bidders must submit their Tender Submissions in accordance with the following instructions (the **Instructions**). Tender Submissions that do not comply with these Instructions in any particular way may be rejected by L&Q at its sole discretion and L&Q 's decision in the matter shall be final.

1. Introduction
   1. In accordance with the rules governing the Open Procedure, Bidders are invited to submit Tender Submissions for the Communal Cleaning Services for the Requirement, as described in Section 1 of this the ITT (to which these Instructions are attached). Words and expressions have the meanings used in the ITT.
   2. Bidders are required to complete and return to L&Q a tender proposal. Bidders submitting a Tender Submission are required to satisfy minimum standards of legal and financial capacity to perform the Contract and to demonstrate their technical ability to perform the Contract (as set out in the conditions of participation in the PSQ, and as set out in Section 2 and 5 of this ITT). Bidders who satisfy those minimum standards will have their Tender Submissions evaluated in accordance with the rules set out in this ITT document. L&Q does not warrant the fitness of any Bidder to deliver the Communal Cleaning Services for the Requirement.
   3. Tender Submissions should be prepared under the same headings and in the same sequence as set out in the ITT. Bidders should include full details of their Tender Submission in addition to the other information requested.
   4. Bidders are responsible for obtaining all information necessary for the preparation of their Tender Submissions. All costs, expenses and liabilities incurred by any Bidder in connection with the preparation and submission of a Tender Submission or in connection with the execution of all and any contract documents, are to be borne by that Bidder. Neither L&Q nor any of its representatives (including its officers, members, employees and advisors) shall, under any circumstances, be liable in any way to any Bidder for any costs, expenses or losses incurred by any Bidder or other person in relation to their participation in this procurement or otherwise.
   5. L&Q in no way warrants the information given to Bidders by L&Q and Bidders must satisfy themselves of the accuracy of any information provided by L&Q. Save in the case of fraud, under no circumstances will L&Q, its officers, members, employees, agents or advisers accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Bidders of such information.
   6. Bidders' attention is drawn to the Contract set out at Annex 3 of the ITT. It is essential that Bidders are completely familiar with the contents of the Contract before compiling their Tender Submission. Bidders considering entering into a contractual relationship with L&Q should make their own enquires and investigations of L&Q’s requirements beforehand.
   7. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed form of Contract on such or such other agreement properly entered into and executed by L&Q.
2. Confidentiality
   1. Bidders must treat all information supplied by L&Q in connection with this procurement process as confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders shall treat documentation supplied in relation to this ITT as confidential).
   2. Bidders shall not, without the prior written consent of L&Q, at any time make use of such information for its own purposes or disclose such information to any person, except:
      1. where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or
      2. to the extent where such information is brought within the public domain otherwise than by the breach of this paragraph by the relevant Bidder; or
      3. to the extent that the information becomes available to a party otherwise than pursuant to this procurement process; or
      4. where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the contract, or for obtaining sureties, guarantees or commitments from proposed guarantors, sub-contractors or suppliers and other information required to be submitted with their Tender Submission.
   3. Bidders must treat this ITT (and all the documents forming part of or appended or scheduled to this ITT) and all other information provided by or on behalf of L&Q as private and confidential. No Bidder should disclose that it is submitting or has submitted a Tender Submission to L&Q or release details of this ITT (and all the documents forming part of or appended or scheduled to this ITT) other than on a strictly confidential basis and to the extent strictly necessary to such parties as the Bidder needs to consult in order to prepare and submit a Tender Submission.
   4. Bidders shall not at any time release any information concerning the ITT and/or their Tender Submission and/or any related documents and/or discussion with L&Q in connection to this procurement for publication in the press or on radio, television, screen or any other medium.
   5. This ITT is issued in confidence and remains the property of L&Q. This ITT may not be reproduced, copied or stored on any medium without the prior written consent of L&Q. The ITT may only be used in relation to the preparation of the Tender Submission.
   6. In participating in this tender exercise, Bidders confirm and agree that:
      1. They will use information provided only for the purposes of providing Tender Submissions and shall promptly return to L&Q un-copied all of the tender documents and other information provided in connection with the procurement if the Bidder is subsequently unable to submit a Tender Submission or, having tendered, is unsuccessful in the procurement;
      2. They will neither dispose nor part with possession of any confidential material provided by L&Q or prepared by the Bidder pursuant to the procurement exercise;
      3. They shall not and shall ensure that any person employed by the Bidder or acting on the Bidder's behalf shall not divulge to any third party any information which comes into their possession in the course of performing the Requirement or preparing a Tender Submission;
      4. They are and will remain registered under the Data Protection Act 2018; and
      5. They shall indemnify L&Q against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Bidder of these confidentiality provisions.
3. Copyright and intellectual property
   1. The copyright in this ITT is vested in Trowers & Hamlins LLP and L&Q, with the copyright for Annexes and other material vested in L&Q.
   2. By submitting a Tender Submission each Bidder agrees and acknowledges that it shall have granted to L&Q and its advisors for all purposes related to the Services for the Requirement a non-exclusive, irrevocable, perpetual, royalty free licence to use, copy, modify, adapt and translate any drawings, specifications, materials, data and other information relating to any element of any solution proposed by the Bidder during the procurement process (together with the right to grant sub-licences).
   3. Each Bidder warrants to L&Q that no document that it prepares as part of its Quality Proposals shall infringe any intellectual property rights (as may be defined in the Contract).
   4. Each Bidder undertakes to indemnify L&Q and to keep L&Q indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this paragraph ‎3.
4. Artificial Intelligence
   1. Without prejudice to the generality of paragraph ‎2 (Confidentiality), the Bidder undertakes that it shall not upload or otherwise transfer this ITT, nor any other document that accompanies it, to any artificial intelligence application or other large language model, whether for the purposes of generating the Bidder's Tender Submission or for any other reason.
5. Conflicts of interest
   1. L&Q may exclude any Bidder if there is a conflict of interest or a potential conflict of interest which cannot be effectively remedied. The concept of a conflict of interest as set out in Section 81 of the ACT, includes any situation where a person acting for or on behalf of L&Q who has the ability to influence the procurement decision has, directly or indirectly, a personal, professional or financial interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
   2. Where there is any indication that a conflict of interest or a potential conflict of interest exists then it is the responsibility of the Bidder to inform L&Q and provide details of the conflict.
   3. Where any conflict of interest or potential conflict of interest puts the Bidder at an unfair advantage or disadvantage in relation to the procurement:
      1. L&Q may require the relevant Bidder to take reasonable steps to ensure that the conflict does not put the Bidder at an unfair advantage or disadvantage; and
      2. where the advantage cannot be avoided or where the Bidder will not take the steps required of it pursuant to paragraph ‎5.3.1 above, L&Q will exclude the Bidder from the procurement process.
   4. L&Q has prepared a conflicts of interest assessment and will keep it under review in accordance with Section 81 of the Act.
   5. Please note that routine pre-market engagement carried out by L&Q on Tuesday 29th July should not represent a conflict of interest for a Bidder, provided that the engagement has been carried out in a transparent manner.
6. Consortia
   1. Where a consortium is proposed, all members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response. Responses must enable L&Q to assess:
      1. pursuant to Section 28 of the Act, whether any subcontractor is on the debarment list and/or is and excluded or excludable supplier; and
      2. the overall provision of Services proposed.
   2. L&Q reserves the right in accordance with Section 28 of the Act to exclude any Tender Submission that involves a subcontractor that is on the debarment list and/or is an excluded or excludable supplier as a proposed consortium member or subcontractor.
   3. Where the proposed lead consortium member is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.
   4. Where a consortium or other grouping of economic operators is proposed, each member of the consortium (or grouping) shall provide a written undertaking addressed to L&Q that it, together with the other members, shall make available to the consortium (or grouping) the resources necessary to perform the Contract.
   5. L&Q recognises that arrangements in relation to consortia may be subject to future change. Bidders should therefore respond in the light of such arrangements as are currently envisaged. Bidders are reminded that L&Q 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. Any change in consortium membership may lead to subsequent disqualification from the tender process. L&Q also reserves the right to deselect any Bidder prior to any award of contract, based on an assessment of any updated information supplied.
   6. L&Q will only enter into a contract with a consortium which is a separate legal entity from those of its members. Any unincorporated consortium which is successful will be required to adopt a separate legal entity prior to, and as a condition to, entry into the Contract.
   7. Where Bidders are proposing to create a separate legal entity, such as a special purpose vehicle, Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity.
7. Change of Consortium members or Tender Submission information
   1. The composition of any Bidder (including consortium members) shall not be changed except with L&Q's prior written consent. Bidders should also notify L&Q of any changes to the identity of any significant sub-contractor.
   2. L&Q reserves the right to determine whether or not to continue with the assessment of a Bidder's Tender Submission, whether or not to allow a Bidder to continue to participate in this tender exercise and/or whether or not to enter into any agreement in respect of the Contract with a Bidder where there has been a change (direct or indirect) in the composition or ownership of that Bidder or a change in the principal relationships between the Bidder's consortium members.
   3. If there has been a change to a Bidder's group members, or a change to the identity of an essential sub-contractor or any other sub-contractor which L&Q reasonably believes could significantly impact on the delivery of the Requirement, L&Q reserves the right (without being obliged) to require the Bidder to complete a new response to any Quality criterion or price submission for assessment in accordance with the criteria used by L&Q in relation to the assessment of the Bidder's original response.
   4. Bidders are required to inform L&Q immediately of any changes to the information provided in any part of their Tender Submission or as set out in this ITT (including but not limited to information concerning members and structure of a consortium arrangement).
   5. Any new information that is provided to L&Q in accordance with this requirement may be evaluated by L&Q in accordance with the same assessment criteria used to evaluate the original Tender Submission or PSQ as appropriate. L&Q reserves the right to withdraw the qualification of a Bidder at any time following the assessment of new information where the conclusion of such assessment is that, had L&Q been aware of the new information at the time of evaluating the Bidder's response, the Bidder would not have been qualified for any Stage or Stages of the Tender assessment (as set out in Section 4 of this Invitation Document).
   6. L&Q reserves the right to withdraw the qualification of a Bidder at any time following the assessment of new information where the conclusion of such assessment is that, had L&Q been aware of the new information at the time of evaluating the Bidder's initial response to the PSQ, the Bidder would not have satisfied the conditions of participation and would not have been qualified to submit a Tender Submission.
8. Sub-contracting
   1. L&Q request that these services are self-delivered, i.e. provided directly and that sub-contractors are not used However, if the Bidder proposes to use one or more sub-contractors to deliver some specialist aspect of the Services, your organisation should provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
   2. L&Q 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 L&Q indicates that sub-contractors are to play a significant role in delivering key contract 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 supplies and/or [Goods / Works / Services] required. Bidders should therefore notify L&Q immediately of any change in the proposed sub-contractor arrangements. L&Q reserves the right to deselect any Bidder prior to any award of contract, based on an assessment of the updated information.
9. Rejection of Bidders
   1. Any Tender Submission submitted by any Bidder in respect of which the Bidder does any of the following may not be considered for acceptance and may, accordingly, be rejected by and the relevant Bidder excluded from further participation in the procurement process:
      1. submits an abnormally low bid; or
      2. fixes or adjusts the amount, prices, charges and rates shown:
         1. by or in connection with any agreement or arrangement with any other person; or
         2. by reference to any other Tender Submission; or
      3. communicates to any person any information except in accordance with this ITT; or
      4. persons connected with the bidder communicate with any L&Q personnel other than via the Portal about this tendering process; or
      5. enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tender Submission or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Bidder in its Tender Submission and other documents; or
      6. offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused, to be done in relation to any other Bidder, or any other proposed Tender Submission or other documents, any act or omission; or
      7. fails to use the English language; or
      8. fails to state monetary amounts in Pounds Sterling; or
      9. fails to comply with these Instructions; or
      10. submits a Non-Compliant Tender Submission; or
      11. shall have been suspected of using any artificial intelligence application or other large language model to generate the Bidder's Tender Submission.
   2. Such non-acceptance or rejection by shall be without prejudice to any other civil remedies available to in respect thereof or to any criminal liability that such conduct by a Bidder may attract.
10. Non-Consideration of Tender Submissions
    1. Further to the above, L&Q may in its absolute discretion refrain from considering a Tender Submission if either:
       1. it does not comply in any respect with the requirements of this ITT; or
       2. it contains any significant omissions or qualifications.
11. Acceptance of Tender Submissions
    1. In regard to the tender process, L&Q reserves the right at any time at its absolute discretion:
       1. to make whatever changes it sees fit to the content, process, timing and structure of the tender process and to issue amendments or modifications to this ITT; and/or
       2. to accept or not accept any Tender Submission submitted pursuant to the ITT; and/or
       3. not to award a contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and/or this ITT and to procure the Contract of a Contractor by any alternative means within the legal requirements which L&Q is subject to (including by way of undertaking a new procurement process or, where no suitable tenders have been received, by making a direct award under Section 41 and Schedule 5 of the Act).
    2. The Tower Hamlets Estates may be inspected during Normal Working Hours by prior arrangement using the In-Tend Supplier portal. There will be a process for Site inspection and L&Q will seek to ensure that there is equal opportunity across all bidders in this regard.
    3. L&Q may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by Bidders by the Tender Submission Deadline will be considered, as well as any other information that L&Q requires to be submitted.
    4. Bidders should note that:
       1. any information provided by or on behalf of L&Q including, without limitation, the particulars of their properties are a general outline, for the guidance of the Bidders and do not constitute the whole or any part of an offer or contract; and
       2. neither L&Q nor their professional advisers guarantee the accuracy of any description, dimensions, references to condition, necessary permissions for use and occupation and other details forming part of or appended to this ITT and Bidders must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy; and
       3. neither L&Q nor their professional advisers will be liable, in negligence or otherwise, for any loss arising from the use of the relevant information.
    5. L&Q gives notice that:
       1. this ITT is set out as a general outline only for the guidance of intended Bidders and does not constitute, nor constitute any part of, an offer or contract; and
       2. all descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending Bidder should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
12. Bidders' Warranties
    1. In submitting any Tender Submission, each Bidder warrants, represents and undertakes to L&Q that:
       1. it has not done any of the acts or matters referred to in this paragraph ‎12 of this Section 6 to the ITT and has complied in all respects with these Instructions; and
       2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to L&Q by the Bidder, its employees or agents in connection with or arising out of the Tender Submission are true, complete and accurate in all respects; and
       3. it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender Submission; and
       4. it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Document and included in its Tender Submission; and
       5. it has full power and authority to enter into the Contract and deliver the Services for the Requirement; and
       6. it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to deliver the Services for the Requirement; and
       7. it will obtain all necessary consents, licences and permissions to enable it to deliver the Services for the Requirement and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
       8. it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by L&Q and that is for the time being in the possession of the Bidder; and
       9. it has not entered into an agreement with any other person with the aim or preventing Tender Submissions being made or as to the fixing or adjusting of the amount of any Tender Submission or the conditions on which any Tender Submission is made; and
       10. it has not informed any other person, other than L&Q, of the amount or the approximate amount of the Tender Submission; and
       11. it has not caused or induced any person to enter into such an agreement as is mentioned in paragraph ‎12.1.9 and ‎12.1.10 above or to inform us of the amount or the approximate amount of any rival tender for the Contract; and
       12. it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or to having caused to be done in relation to any other Tender Submission or proposed Tender Submission for the services covered by the Tender Submission; and
       13. it has not canvassed any other persons referred to in paragraph ‎12.1.9 above in connection with the Contract; and
       14. it has not done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause L&Q to be in breach of section 7(1) of the Bribery Act.
       15. All Tenderers are required to complete the Non-Collusion Certificate attached as Annex, which confirms no collusion has occurred between Tenderers, and no form of bribery or inducement has been offered to any employee or person involved in awarding the contract.
13. Data Protection
    1. References in this ITT to the **Data Protection Legislation** shall be references to the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as defined in section 3(10) of the Data Protection Act 2018, along with any associated guidance and Codes of Practice as issued from time to time. For the purposes of this ITT, the terms Data Controller, Data Subject, Personal Data, Process and Processing shall have the meaning prescribed under the Data Protection Legislation.
    2. Bidders acknowledge that in processing Personal Data pursuant to this ITT they do so as an independent Data Controller.
    3. Bidders shall at all times during this tender exercise comply with the provisions and obligations imposed by the Data Protection Legislation and shall assist and/or co-operate with L&Q in respect of L&Q's compliance with Data Protection Legislation, where appropriate, and shall indemnify L&Q and keep L&Q indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this paragraph ‎12.1.9 which causes L&Q to be in receipt of any actions, claims, demands, proceedings and/or incur any damages costs, charges and/or expenses (including reasonable legal expenses).
    4. Bidders warrant and represent that they each have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
    5. Bidders shall only Process Personal Data provided to it by L&Q to the extent necessary for the preparation of their Tender Submission.
    6. In the event that a Bidder is under a legal obligation to process the Personal Data outside of the terms of this ITT, it shall notify L&Q of that legal requirement prior to processing unless the law prohibits this on important grounds of public interest.
    7. Bidders shall notify L&Q without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed for the purposes of their Tender Submission.
    8. Bidders shall notify L&Q within two (2) Working Days if it receives:
       1. a request from a Data Subject comprised within the Personal Data provided by L&Q to exercise the Data Subject's Rights; or
       2. a complaint or request relating to L&Q's obligations under the Data Protection Legislation

and take no further steps in relation to the same until such time that it receives written instructions to do so from L&Q.

* 1. Bidders shall also comply fully with all applicable guidelines and codes of practice issued by the Information Commissioner in the UK from time to time.
  2. Bidders will upon submission of their Tender Submission, the withdrawal of that Bidder from this tender exercise or at such time that a Bidder no longer requires access to L&Q's Personal Data for the purposes of submitting a Tender Submission and at the request of L&Q either return to L&Q or destroy the Personal Data Processed under this ITT (and all copies of such data) in the Bidders' possession or other as directed by L&Q.
  3. The provisions of this paragraph ‎‎13 shall apply during the continuance of this ITT and indefinitely after its termination.

1. Transparency
   1. Bidders are to note that L&Q is subject to duties to publish information under the Act.
   2. Where L&Q is required to disclose the Bidder's information, L&Q will consider the disclosure of any information, including price quotes, contained in Tender Submissions (both successful and unsuccessful), subject to the exemptions set out in section 94 of the Act. Bidders should be aware that attaching a blanket label of ‘private and confidential’, 'commercially confidential' or similar to Tender Submissions may not exempt those Tender Submissions from disclosure under the Act.
   3. If a Bidder considers that all or any part of its Tender Submission and/or any specific information contained therein constitute a “trade secret”, or that the Tender Submission or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in section 94 of the Act, the Bidder should:
      1. attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information; and
      2. in respect of such schedule and/or specific information, identify the particular sub-section of section 94 of the Act that the Bidder claims apply in the particular circumstances. Bidders should do so in full knowledge of the relevant Guidance[[2]](#footnote-3) supporting the Act.
   4. Bidders should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph ‎14.3 of this Section 6, L&Q will have complete discretion in deciding whether such documents and/or information should be disclosed under the Act.
2. Procurement Review Unit and Public Procurement Review Service
   1. Bidders are to note that L&Q is subject to the investigatory powers under sections 108 to 110 of the Act. Under these provisions, the Government's Procurement Review Unit (the **PRU**) is empowered to investigate concerns raised on the PRU website about public sector procurement exercises. Contracting Authorities are required to assist all investigations. This may require L&Q to disclose any information contained in any Tender Submissions submitted by Bidders.
   2. By submitting a Tender Submission, the Bidder acknowledges and agrees that L&Q has complete discretion in deciding whether such documents and/or information should be disclosed to the PRU (even where Bidders have identified certain information in their submissions as confidential) and the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information to the PRU.

**Section 7: Definitions**

**Bidder** has the meaning given to it in paragraph ‎1.6 of Section 1;

**Clarification Deadline** has the meaning given to it in paragraph ‎‎5.3 of Section 1;

**Clarification Deadline** has the meaning given to it in paragraph ‎5.3 of Section 1;

**Contract** has the meaning given to it in paragraph ‎1.1 of Section 1;

**Tender Submission Deadline** has the meaning given to it in paragraph ‎5.2 of Section 1;

**Goods / Services / Works** has the meaning given to it in paragraph ‎1.1 of Section 1;

**Key Performance Indicators** has the meaning given to it in paragraph ‎7.2 of Section 1;

**L&Q** means London & Quadrant Housing Trust, and may also refer to any of its current or future group entities and subsidiaries.

**Procurement Specific Questionnaire (PSQ**) means the questionnaire set out in Annex 7 to this ITT;

**Requirement** has the meaning given to it in paragraph ‎1.1 of Section 1;

**Tender Notice** has the meaning given to it in paragraph ‎1.1 of Section 1;

**Term** has the meaning given to it in paragraph ‎3.2 of Section 1.

**Annexes**

Annex 1 Tender Certificate

Annex 2 Pricing Document

Annex 3 Form of Contract & L&Q Schedule of Amendments

Annex 4 Specification

Annex 4.1 Additional Works Specification

Annex 4.2 Additional Works Items

Annex 4.3 KPIs

Annex 5 Preliminaries

Annex 5.1 Supplier Code of Conduct

Annex 5.2 Expected Stds of Behaviour

Annex 5.3 Control of Contractors Policy

Annex 5.4 Asbestos Policy

Annex 5.5 Progress Meeting Agenda

Annex 5.6 ID Card

Annex 6 Using In-Tend

Annex 7 Procurement Specific Questionnaire

Annex 8 Quality Questions

Annex 9 Modern Slavery & Human Trafficking Certificate

Annex 10 Non-Collusion Certificate

Annex 11 Compliance Certificate

Annex 13 Confidentiality Agreement

Annex 14 TUPE Liability

Annex 15 Data

**Annex 1 – Tender Certificate**

**To: L&Q**

**Date: [****Bidder to insert date]**

**PROVISION OF Communal Cleaning Services at Tower Hamlets**

**From: [****Bidder to insert name of organisation submitting** **Tender Submission]**

**Of: [****Bidder to insert registered address]**

1. We confirm that the entity bidding or any entity financially or significantly linked to the bidder, has not been involved in slavery or human trafficking of any kind and has not been subject to any investigation or convicted of any offence involving slavery or human trafficking;
2. We have taken or will undertake all appropriate steps to ensure that there is no slavery or human trafficking in its supply chains;
3. We will take all immediate action to remedy the situation and will report the circumstances and remedial action taken to the relevant legal authorities along with L&Q’s Director of Procurement if at any point during the term of any Contract awarded as a result of this ITT, the Bidder becomes aware of any circumstances giving rise to slavery or human trafficking (or the possibility thereof) in connection with the services being provided including within in its supply chain;
4. Having examined the Invitation to Tender and all other tender documents (including [Insert cross reference] (Specification) and [Insert cross reference] (Form of Contract)), and being fully satisfied in all respects with the requirements of the ITT (including the Instructions to Bidders set out in Section 6), we hereby offer to provide the [Supplies / Services / Works] [for the following Lots: [insert lots being tendered for] in conformity with [Insert cross reference] (Specification) and [Insert cross reference] (Form of Contract) for the rates and prices set out in the [pricing submission].
5. We understand that L&Q is under no obligation to accept our Tender Submission for the [Supplies / Services /Works] and may accept or may reject our Tender Submission.
6. We agree that the insertion by us of any conditions qualifying this Tender Submission or any unauthorised alteration to any of the tender documents shall cause the Tender Submission to be rejected.
7. In further consideration of L&Q considering this Tender Submission we agree that this offer shall remain open for acceptance and shall not be withdrawn for six months from the date fixed for the return of Tender Submissions (the Tender Submission Deadline).
8. We confirm that in submitting this Tender Certificate we agree with L&Q in legally binding terms to comply with the provisions relating to confidentiality set out in paragraph ‎3 of Section 6 (Instructions to Bidders) of the ITT and any other provisions regarding confidentiality set out in the tender documents.
9. In submitting this Tender Submission, we warrant, represent and undertake to L&Q that we have not done, and will not do, any of the acts or matters referred to in paragraph ‎13 of Section 6 (Instructions to Bidders) of the ITT and that we have complied in all respects with the Invitation to Tender.
10. We agree that unless and until a formal contract is prepared and executed, the offer set out in this Tender Submission constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by L&Q.
11. We agree, if required, to enter into a contract to be [signed under hand/ executed as a deed] in the form accompanying the ITT to be prepared (each party bearing its own costs) embodying the terms of this Tender Submission and the documentation listed above which are for all purposes to be deemed to form part of this Tender Submission.
12. We certify that the details of this Tender Submission have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person, firm or company.
13. We understand that L&Q is not bound to accept the lowest or any Tender Submission that they may receive, and they will not pay any expenses incurred by us in connection with the preparation and submission of this Tender Submission.
14. We certify that this is a bona fide Tender Submission and that we are authorised to submit the same by our organisation.

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

**Annex 2 – Pricing Document**

**Attached as Annex 2**

**Annex 3 – Form of Contract – MTC 2016 Measured Term Contract 2016 with L&Q Schedule of Amendments**

**Attached as Annex 3**

**The JCT Measured Term Contract 2016 as amended (Annex D-2) will be used for this agreement.**

**L&Q are not planning to request a Parent Company Guarantee or a Performance Bond during the life of the Contract. However, the right is reserved, so the form of wording has been included for information**

**Annex 4 – Specification**

**Attached as Annex 4**

**Including**

**4.1 Additional Works Specification**

**4.2 Additional Works Items**

**4.3 KPIs**

**Annex 5 – Preliminaries**

**Attached as Annex 5**

|  |  |
| --- | --- |
| Annex 5.1 | Supplier Code of Conduct |
| Annex 5.2 | Expected Standards of Behaviour for L&Q Supply Chain |
| Annex 5.3 | Control of Contractors Policy |
| Annex 5.4 | Asbestos Policy |
| Annex 5.5 | Progress Meeting Agenda Pro-Forma |
| Annex 5.6 | ID Card Proforma |

**Annex 6 – Using the In-Tend E-Procurement System**

Tenders must be submitted utilising L&Q’s e-Tendering Supplier portal In-Tend <https://in-tendhost.co.uk/lqgroup/aspx/Home>.

For guidance on using In-Tend, please visit the Support Pages at <https://in-tendhost.co.uk/lqgroup/aspx/Help>.

In preparing and submitting their SQs, Tenderers are to note the following acceptable file types:

* + - * Adobe PDF
      * Microsoft Office i.e., Word, Excel, PowerPoint etc
      * Microsoft Project
      * Picture files i.e., jpeg, gif, bitmap, png etc
      * Zip Files – before submitting a Tender, Tenderers must check these have successfully uploaded to the Supplier Portal. This should be done by attempting to open the Zip file upload as shown within the portal
      * If a Tenderer wishes to submit any other file type, they must ensure that it is acceptable to L&Q before uploading their ITT, by raising a query via In-Tend.

L&Q will not be able to accept documents larger than (A3) size.

All Forms and Certificates that require a signature must be physically signed, scanned and submitted as a PDF copy. Electronic signatures will not be accepted.

Submissions must include all documentation and information as stated in the ITT.

Document files must be labelled using the following format:

Question Number\_Description of File

i.e., E4\_Details of Potential Staff

When uploading documents Tenderers should use the appropriate placeholder where this has been requested.

The recommended maximum individual file size per upload is 20 megabytes.

Tenderers are strongly advised to allow adequate time for uploading their ITT in advance of the deadline to avoid any last-minute problems.

For questions on how to use the web site please contact the In-Tend Support team at [support@in-tend.com](mailto:support@in-tend.com) or on

0845 557 8079 / +44 (0) 114 407 0065 alternatively please contact the L&Q Procurement Team at [procurement@lqgroup.org.uk](mailto:procurement@lqgroup.org.uk).

**Annex 7 - Procurement Specific Questionnaire and Evaluation Guidance for Procurement**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the conditions of participation must complete and submit responses to Sections 1 and 2 of this Procurement Specific Questionnaire (**PSQ**).

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 1.1: Core Supplier Information** | | | |
| **Question Number** | **Question** | **Evaluation Guidance** | **Completed by** |
| 1.1(a) | Are you registered on the central digital platform? | **Pass/Fail**  1.1 - Answering "no" to any of the questions in 1.1 or failing to provide your organisation's unique identifier will result in your organisation being awarded a "fail". | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| 1.1(b) | Please confirm your organisation's unique identifier |
| 1.1(c) | Have you submitted your up-to-date core supplier information to the central digital platform? |
| 1.1(d) | Have you given your up-to-date core supplier information to L&Q by means of [a facility provided on the central digital platform for the purpose of sharing core supplier information]? |
| **Core supplier information**  It is the responsibility of each Bidder to ensure that all of the core supplier information that it is required to upload to the central digital platform is uploaded and kept up to date. By submitting a PSQ Response, the Bidder confirms that this is the case, and where L&Q subsequently discovers that a Bidder has not submitted its core supplier information to the central digital platform and/or kept it up to date, that Bidder will be rejected from the procurement exercise and their PSQ Response and/or any ensuing Tender Submission will not be considered further.  Bidders should note the following information which must be submitted to the central digital platform as core supplier information under question 1.1(c) and 1.1(d) | | | |

|  |  |  |
| --- | --- | --- |
| **Supplier basic information (regulation 9 Procurement Regulations 2024)** | | |
| **Question** | **Evaluation Guidance** | **Completed by** |
| Full name of the Bidder submitting the information (if registered, please give the registered name) | **Pass/Fail**  Where a Bidder has failed to provide the required supplier basic information in accordance with regulation 9 of the Procurement Regulations 2024, or has failed to maintain up to date supplier basic information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| Unique Identifier |
| Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector   other (please specify your trading status) |
| Where the Bidder is not an individual, the law by which it is governed |
| Registered or principal office address (if Bidder is not an individual) |
| Contact postal address and email address |
| Registered website address (if applicable) |
| Date of registration under the Companies Act 2006 where the Bidder (or, where the company is not registered under the Companies Act 2006, an equivalent date or the date when the Bidder began trading if there is no equivalent date). |
| Registered VAT number |
| Details of any relevant qualification held by the Bidder, including the name of the person or body which awarded the qualification, the name of the qualification and the date it was awarded. |
| Details of any trade assurance held by the Bidder, including the name of the person or body which awarded the registration, the assurance reference number and the date the assurance was given. |
| Relevant classifications (state whether you fall within one of these, and if so which one)   1. Small and medium-sized enterprise 2. A non-government organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives 3. A supported employment provider 4. Public service mutual |
| **Supplier connected person information (regulation 11 Procurement Regulations 2024)**  Bidders are required to submit the following information for each of the connected persons of the Bidder  For the purposes of the information required in respect of connected persons:  “registrable”  (a) in respect of a person with significant control, has the meaning given by section 790C(4) of the Companies Act 2006;  (b) in respect of a relevant legal entity, has the meaning given by 790C(8) of the Companies Act 2006;  “relevant legal entity” has the meaning given by section 790C(6) of the Companies Act 2006;  “service address” has the meaning given by section 1141 of the Companies Act 2006.  The following terms have the meanings ascribed to them in paragraph 45 of Schedule 6 to the Procurement Act 2023:   * "significant control" * "director" * "event" * "parent undertaking" * "subsidiary undertaking" * "predecessor company" * "shadow director" | | |
| **1. Where the Bidder is a company registered under the Companies Act, the connected person is a person with significant control over the Bidder, and the connected person is registrable** | | |
| (a) the connected person’s name, date of birth and nationality, | **Pass/Fail**  Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s service address, |
| (c) which of the specified conditions in Part 1 of Schedule 1A to the Companies Act 2006 applies, |
| (d) the date when the connected person became registrable as a person with significant control, if applicable, and |
| (e) the name of the PSC register on which the connected person is registered as a person with significant control, if applicable. |
| **2. Where the Bidder is a company registered under the Companies Act 2006, the connected person is a relevant legal entity, and the connected person is registrable** | | |
| (a) the connected person’s name, | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s registered or principal office address, |
| (c) the connected person’s service address, |
| (d) the connected person’s legal form and the law by which it is governed, |
| (e) which of the specified conditions in Part 1 of Schedule 1A to the Companies Act 2006 applies, |
| (f) the date when the connected person became registrable as a relevant legal entity, if applicable, and |
| (g) the name of the PSC register on which the connected person is registered as a relevant legal entity, if applicable. |
| **3. Where the Bidder is a company registered under the Companies Act 2006, and the connected person is (a) a director or shadow director of the Bidder, and (b) an individual** | | |
| (a) the connected person’s name, date of birth and nationality, | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s service address, and |
| (c) the country or state (or part of the United Kingdom) in which the connected person is usually resident. |
| **4. Where the Bidder is a company registered under the Companies Act 2006, and the connected person is (a) a director or shadow director of the Bidder, and (b) not an individual** | | |
| (a) the connected person’s name, | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s registered or principal office address, |
| (c) the connected person’s service address, |
| (d) the connected person’s legal form and the law by which it is governed, and |
| (e) where the connected person is a company registered under the Companies Act 2006, the person’s registration number given under that Act. |
| **5. Where the Bidder is a company registered under the Companies Act 2006 and the connected person is a parent undertaking or a subsidiary undertaking of the Bidder** | | |
| (a) the name of the connected person, | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s registered or principal office address, |
| (c) the connected person’s service address, and |
| (d) where the connected person is a company registered under the Companies Act 2006, the registration number given under that Act. |
| **6. Where the Bidder is a company registered under the Companies Act 2006 and the connected person is a predecessor company of the Bidder** | | |
| (a) the name of the connected person, | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s last registered or principal office address, |
| (c) where the connected person is a company registered under the Companies Act 2006, the registration number given under that Act, and |
| (d) the date when the connected person became insolvent and ceased to trade. |
| **7. Where the Bidder is not a company registered under the Companies Act 2006, and the connected person can reasonably be considered to stand in an equivalent position in relation to the supplier is as the connected person described in (1) to (6) above, the information is information which can reasonably be considered to be equivalent to the information referred to in (1) to (6) (as the case may be).** | | |
| **8. Where none of (1) to (7) above apply, and where the connected person has the right to exercise, or actually exercises, significant influence or control over the Bidder, or the Bidder has the right to exercise, or actually exercises, significant influence or control over the connected person** | | |
| (a) the connected person’s name, | Where a Bidder has failed to provide the required supplier connected person information in accordance with regulation 11 of the Procurement Regulations 2024, or has failed to maintain up to date supplier connected person information, they will be awarded a "Fail" and will be rejected from the procurement. | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. |
| (b) the connected person’s registered or principal office address, |
| (c) the connected person’s service address, |
| (d) the connected person’s legal form and the law by which it is governed, |
| (e) where the connected person is a company registered under the Companies Act 2006, the registration number given under that Act, |
| (f) where the connected person is an overseas equivalent to a company registered under the Companies Act 2006, the equivalent to a registration number issued under the Companies Act 2006, |
| (g) which of the specified conditions in Part 1 of Schedule 1A to the Companies Act 2006 applies, and |
| (h) the date when the connected person became registrable as a person with significant control, if applicable. |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Supplier economic and financial standing information (regulation 10 Procurement Regulations 2024)**  The information that must be provided is—  (a) in the case of a Bidder whose accounts were required to be audited for both of the Bidder's most recent two financial years in accordance with Part 16 of the Companies Act 2006, a copy of those accounts,  (b) in the case of a Bidder whose accounts were required to be audited for the Bidder's most recent financial year in accordance with Part 16 of the Companies Act 2006, but not the financial year immediately preceding that, a copy of those accounts,  (c) in the case of a Bidder whose accounts were required to be audited for both of the Bidder's most recent two financial years in accordance with an overseas equivalent to Part 16 of the Companies Act 2006, a copy of those accounts,  (d) in the case of a Bidder whose accounts were required to be audited for the Bidder's most recent financial year in accordance with an overseas equivalent to Part 16 of the Companies Act 2006, but not the financial year immediately preceding that, a copy of those accounts, or  (e) in the case of any other Bidder—  (i) if the Bidder was in business for both of the Bidder's most recent financial years, accounts or other information for both of those years, or  (ii) if the Bidder was in business for the Bidder's most recent financial year but not the financial year immediately preceding that, accounts or other information for the Bidder's most recent financial year,  which is equivalent to information contained in accounts audited in accordance with Part 16 of the Companies Act 2006, so far as those accounts or that other information can reasonably be given.  In paragraphs (a) and (b) "financial year" has the same meaning as in section 290 of the Companies Act 2006. | | | | | | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. | | |
| **Supplier exclusion grounds information (regulation 12 Procurement Regulations 2024)**  (1) Paragraphs (2) to (13) set out the exclusion grounds information that each Bidder must submit to the central digital platform.  (2) Whether the Bidder or a connected person has been convicted of an offence referred to in the following paragraphs of Schedule 6 to the Procurement Act 2023—  (a) paragraph 2 (corporate manslaughter or corporate homicide);  (b) paragraph 3 (terrorism);  (c) paragraphs 4 to 18 (theft, fraud, bribery etc);  (d) paragraphs 19 to 26 (labour market, slavery and human trafficking offences);  (e) paragraphs 27 to 28 (organised crime);  (f) paragraphs 29 to 31 (tax offences);  (g) paragraph 32 (cartel offence);  (h) paragraph 33 (ancillary offences);  (i) paragraph 34 (offences committed outside the United Kingdom).  (3) Whether the Bidder or a connected person has been the subject of an event referred to in the following paragraphs of Schedule 6 to the Procurement Act 2023—  (a) paragraph 36 (penalties for transactions connected with VAT fraud and evasion of tax or duty);  (b) paragraph 37 (penalties payable for errors in tax documentation and failure to notify and certain VAT and excise wrongdoing);  (c) paragraph 38 (adjustments for tax arrangements that are abusive);  (d) paragraph 39 (finding by HMRC, in exercise of its powers in respect of VAT, of abusive practice);  (e) paragraph 40 (defeat in respect of notifiable tax arrangements);  (f) paragraph 41 (competition law infringements);  (g) paragraph 42 (equivalents outside the United Kingdom).  (4) Whether, in respect of paragraph 43 of Schedule 6 to the Procurement Act 2023 (failure to cooperate with investigation)—  (a) an appropriate authority has given the Bidder or a connected person notice under section 60(6) of the Procurement Act 2023, and  (b) the Bidder or connected person has failed to comply with the notice before the end of the period specified in the notice.  (5) Whether the Bidder or a connected person has been the subject of an event referred to in the following paragraphs of Schedule 7 to the Procurement Act 2023—  (a) paragraph 1 (orders relating to labour market misconduct);  (b) paragraph 4 (offence relating to environmental misconduct);  (c) paragraph 5 (insolvency bankruptcy etc);  (d) paragraph 6 (suspension or ceasing to carry on all or a substantial part of business);  (e) paragraph 9 (infringement of Competition Act 1998, Chapter II prohibition or equivalent outside United Kingdom);  (f) paragraph 11(2) (court etc ruling of professional misconduct);  (g) paragraph 12 (breach of contract and poor performance).  (6) Whether, in respect of paragraph 2 of Schedule 7 to the Procurement Act 2023 (labour market misconduct), the Bidder or a connected person—  (a) has been, or is being, investigated for conduct outside the United Kingdom that could result in an order mentioned in paragraph 1 of Schedule 7 to the Procurement Act 2023 being made if the conduct occurred in the United Kingdom, or  (b) has engaged in such conduct.  (7) Whether, in respect of paragraph 3 of Schedule 7 to the Procurement Act 2023 (labour market misconduct), the Bidder or a connected person—  (a) has been, or is being, investigated for conduct (whether in or outside the United Kingdom) constituting (or that would, if it occurred in the United Kingdom, constitute) an offence referred to in—  (i) section 1, 2, 4 or 30 of the Modern Slavery Act 2015,  (ii) section 1, 4 or 32 of the Human Trafficking and Exploitation (Scotland) Act 2015, or  (iii) section 1, 2 or 4 of the Human Trafficking and Exploitation (Criminal Justice and Support for Victims) Act (Northern Ireland) 2015, or paragraph 16 of Schedule 3 to that Act, or  (b)has engaged in such conduct.  (8) Whether, in respect of paragraph 7 of Schedule 7 to the Procurement Act 2023 (potential competition infringements)—  (a) the Bidder or a connected person has been, or is being, investigated over whether an agreement or concerted practice to which the Bidder or a connected person is party has infringed—  (i) the Chapter I prohibition (within the meaning given by section 2 of the Competition Act 1998), or  (ii) any substantially similar prohibition applicable in a jurisdiction outside the United Kingdom, or  (b) an agreement or concerted practice to which the Bidder or a connected person is party has infringed such prohibitions,  except in the circumstances mentioned in sub-paragraph (2) of paragraph 7.  (9) Whether, in respect of paragraph 8 of Schedule 7 to the Procurement Act 2023 (potential competition infringements), the Bidder or a connected person—  (a) has been, or is being, investigated over whether the Bidder or a connected person has infringed—  (i) the Chapter II prohibition (within the meaning given by section 18 of the Competition Act 1998), or  (ii) any substantially similar prohibition applicable in a jurisdiction outside the United Kingdom, or  (b) has infringed such prohibitions.  (10) Whether, in respect of paragraph 10 of Schedule 7 to the Procurement Act 2023 (potential competition law infringements), the Bidder or a connected person—  (a) has been, or is being, investigated for conduct constituting—  (i) an offence under section 188 of the Enterprise Act 2002 (cartel offence), or  (ii) a substantially similar offence under the law of a country or territory outside the United Kingdom, or  (b) has engaged in such conduct,  except in the circumstances mentioned in sub-paragraph (2) of paragraph 10.  (11) Whether, in respect of paragraph 11 of Schedule 7 to the Procurement Act 2023 (professional misconduct), the Bidder or a connected person—  (a) has been, or is being, investigated for professional misconduct which brings into question the Bidder's integrity, or  (b) has engaged in such misconduct.  (12) Whether, in respect of paragraph 13 of Schedule 7 to the Procurement Act 2023, the Bidder or a connected person—  (a) has been, or is being, investigated over whether the Bidder acted improperly in relation to any procurement, and in so doing, put itself at an unfair advantage in relation to the award of a public contract, or  (b) has acted improperly in that way.  (13) If the Bidder or one or more connected persons has been the subject of an event mentioned in paragraphs (2) to (12), the following information in respect of each person who has been the subject of an event—  (a) a short description of the event,  (b) the name of the person who is the subject of the event,  (c) the person’s name, contact postal address and email address,  (d) in the case of a conviction or other event where there is a recorded decision of a public authority which is the authoritative basis for the conviction or other event—  (i) a link to the web page where the decision can be accessed, or  (ii) a copy of the decision,  (e) any evidence that the person who is the subject of the event—  (i) took the event seriously, for example by paying any fine or compensation,  (ii) took steps to prevent the event occurring again, for example by changing staff or management, or putting procedures or training in place, and  (iii) committed to taking further preventative steps, where appropriate, and  (f) if the circumstances which led to the event have ended, the date when they ended.  (14) For the meaning of “event”—  (a) in relation to a provision of Schedule 6 to the Procurement Act 2023, see paragraph 45 of that Schedule;  (b) in relation to a provision of Schedule 7 to the Procurement Act 2023, see paragraph 16 of that Schedule. | | | **Supplier exclusion grounds information**  Where a Bidder has identified in its supplier exclusion grounds information that the Bidder or any connected person is scope of any of the exclusion grounds identified at paragraphs 2 to 4 it will be considered an Excluded Supplier and the Bidder will be awarded a "fail", subject to the provisions below regarding self-cleaning.  Where a Bidder has identified in its supplier exclusion grounds information that the Bidder or any connected person is in scope of any of the exclusion grounds identified at paragraphs 5 to 12 it will be considered an Excludable Supplier and the Bidder may be awarded a "fail", subject to the provisions below regarding self-cleaning.  Where a Bidder receives a "Fail" in respect of its supplier exclusion grounds information, it will be excluded from the procurement and its PSQ Response will not be considered further.  **Self-cleaning**  In accordance with section 58(1) of the Procurement Act 2023, in considering whether a Bidder is an Excluded Supplier or an Excludable Supplier, L&Q may have regard to the following matters:   1. evidence that the Bidder, associated person or connected person has taken the circumstances seriously, for example by paying compensation; 2. steps that the Bidder, associated person or connected person has taken to prevent the circumstances continuing or occurring again, for example by changing staff or management, or putting procedures and training in place; 3. commitments that such steps will be taken, or to provide information or access to allow verification or monitoring of such steps; 4. the time that has elapsed since the circumstances last occurred; 5. any other evidence, explanation or factor that L&Q considers appropriate.   Before determining whether a Bidder is an Excluded Supplier or an Excludable Supplier, L&Q will give the Bidder reasonable opportunity to:   1. make representations; and 2. provide evidence as to whether exclusion grounds apply and whether the circumstances giving rise to any application are likely to occur again (including information of a kind referred to above.   **Debarment list**  Where a Bidder's name has been entered on the debarment list in accordance with section 62(3) of the Procurement Act 2023 and the entry notes that the exclusion ground which applies is a mandatory exclusion ground, the Bidder will be awarded a "fail".  Where a Bidder's name has been entered on the debarment list in accordance with section 62(3) of the Procurement Act 2023 and the entry notes that the exclusion ground which applies is a discretionary exclusion ground, the Bidder may be awarded a "fail" at the sole discretion of L&Q. | | | | | |
| **Section 1.2: Bidding model** | | | | | | | | |
| **Question Number** | **Question** | | | | **Evaluation Guidance** | | | **Completed by** |
| 1.2(a)(i) | Are you bidding as the lead contact for a group of suppliers?  If yes, please provide details listed in questions 1.2(a)(ii), 1.2(a)(iii), 1.2(b)(i), 1.2(b)(ii) and 1.3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a)(ii) for reference purposes and complete 1.3. | | | | Information only – not evaluated | | | All Bidders on an individual basis.  This will include all members of a group including essential sub-contractors. For groups, the entity which is intended to enter into the Contract (if successful) must be set out at 1.2(a) – (iii), where this is different from the Lead Bidder.  L&Q will require groups to form a single legal entity ahead of entering into the Contract. Please note the actual or proposed shareholding of this entity. |
| 1.2(a)(ii) | Name of group of suppliers (if applicable) | | | |
| 1.2(a)(iii) | Proposed legal structure if the group of suppliers 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 suppliers proposing to use sub-contractors? | | | |
| 1.2(b)(ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor including information about each sub-contractor that is equivalent to the supplier core information under regulation 9 of the Procurement Regulations, as well as confirmation of:   * + - 1. the role of the sub-contractor;       2. the approximate percentage of contractual obligations that will be assigned to each sub-contractor; and       3. whether the sub-contractor is being relied upon to meet any conditions of participation set out in this SQ. | | | |
| 1.2(c) | Where applicable, please tell us which lot(s) you wish to bid for? | | | |
| **Section 1.3: Contact details** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 1.3(a) | Contact name | | Information only – not evaluated | | | All Bidders on an individual basis must sign their own declaration.  This will include all members of a group including essential sub-contractors. | | |
| 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 | |
| **Section 2.1: Economic and financial standing conditions** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | |  | | |
| **2.1.1** | Please specify whether your organisation's minimum financial threshold meets the minimum requirements for this procurement. Please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | **Pass/Fail**  To Pass:- Your average turnover for the last two years of audited accounts is equal to, or more than 1.5 times the annual value of this contract.  If your turnover is less than this, it will result in a Fail | | | The economic and financial standing information on the central digital platform will be used to assess Bidders' economic and financial standing in accordance with the standards set out in this document. | | |
| **2.1.2** | Where you are relying on audited accounts, please provide details of any significant changes that have occurred since your organisation's last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts. If available, please provide any quarter or half-year accounts, results or management reports for the period since the end of the most recently completed set of audited accounts to evidence your response. Provide this information for all members of a consortium where you are bidding as a consortium. | | **Pass/Fail**  A fail will be awarded where it comes to L&Q's attention that significant changes have occurred since your organisation's last set of audited accounts which may have the effect of altering the position as indicated in that set of accounts, and where this is not declared in response to this PSQ along with sufficient evidence to demonstrate that any such changes do not, in L&Q's opinion, impact on your organisation's ability to deliver the Requirement. | | | The economic and financial standing information on the central digital platform will be used to assess Bidders' economic and financial standing in accordance with the standards set out in this document. | | |
| **2.1.3** | Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required, and please provide:   * Name of organisation; and * Relationship to the Bidder completing these questions | | **Pass/Fail**  Please note that where a parent company is being relied on to pass the financial threshold, these details must be provided under question 2.1.3 and question 2.1.4.  Where L&Q's analysis of an organisation's financial position shows that further measure are necessary to provide adequate assurance of its financial strength and the organisation answers No to this question, the organisation will receive a "fail" for this question and will be disqualified  Failure to offer a parent company guarantee or other guarantee on the terms set out by L&Q will result in a "fail". | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) | | |
| **2.1.4(a)** | Are you able to provide parent company accounts if requested to at a later stage? | |
| **2.1.4(b)** | If yes, would the parent company be willing to provide a guarantee if necessary? | |
| **2.1.4(c)** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | |
| **Section 2.2: Subcontracting & Payment Code** | | | | | | | | |
| **Question Number** | | **Question** | | **Evaluation Guidance** | | | **Completed by** | |
| 2.2.1  2.2.2 | | **Sub-contracting**  **We do not want bidders to sub-contract services**, however  (a) Where you intend to sub-contract a proportion of the Project, please demonstrate how you have previously maintained healthy supply chains with your sub-Contractor. Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract.  **This should be limited to 500 words**  (b) Please also provide confirmation of your membership of the UK Prompt Payment Code or otherwise demonstrate your understanding of and compliance with the requirements of the Code (or equivalent schemes in other countries) in relation to prompt payment of sub-contractors.  **This should be limited to 250 words** | | **Pass/Fail**  A "Fail" will be awarded where you are unable to demonstrate appropriate supply chain management tracking systems to ensure performance of contracts, or where you fail to demonstrate prompt payment of your supply chains. | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) | |
| **Section 3.1: Insurance** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 3.1 | 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:  Employer’s (Compulsory) Liability Insurance = £5 million for any one occurrence  Public Liability Insurance = £10 million for any one occurrence | | **Pass / Fail**  A "fail" will be awarded where a Bidder does not hold, or does not commit to obtaining prior to the commencement of the Contract, the stated insurances. | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) | | |
| **Section 3.2: Equality and Diversity** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 3.2.1 | Does your organisation comply with current anti-discrimination legislation? | | **Pass / Fail**  Non UK-based firms should answer substituting, where relevant, the appropriate legislation and/or codes of practice etc., where applicable within their domestic jurisdiction.  A "fail" will be awarded where a Bidder does not confirm that it complies with current anti-discrimination legislation. | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) | | |
| 3.2.2 | Please self-certify that your organisation has an Equality and Diversity policy or statement covering the above legislation, and that you will be able to provide a copy of all relevant policies and/or statements, in advance of entering into the Contract, should your organisation be successful. | | **Pass / Fail**  A "fail" will be awarded where a Bidder does not confirm that it has the required Equality and Diversity policy and that this can be produced as required. | | |
| 3.2.3 | In the last three (3) years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | | **Pass / Fail**  If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring.  Your organisation may be excluded if you are unable to demonstrate to L&Q's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | | |
| 3.2.4 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? | | **Pass / Fail**  If answering "Yes", please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.  If the investigation upheld the complaint against your organisation, please explain what action (if any) your organisation has taken to prevent unlawful discrimination from reoccurring.  Your organisation may be excluded if you are unable to demonstrate to L&Q's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. | | |
| 3.2.5 | If your organisation uses sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | **Pass / Fail**  A "fail" will be awarded where the Bidder uses sub-contractors and does not have in place the required checks. | | |
| 3.2.6 | **Social Value**  As part of L&Q’s commitment to incorporating social value in our supply chain, a financial donation equal to 1% of the contract value will need to be paid to L&Q Foundation annually in arrears. | | **Pass / Fail**  A "fail" will be awarded where the Bidder does not commit to making this donation. | | |  | | |
| **Section 3.3: Health and Safety** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 3.3 | Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). [Please use no more than 500 words.] | | **Pass / Fail**  A "fail" will be awarded where the Bidder fails to demonstrate that any arrangements are in place to manage health and safety, or where the Bidder fails to demonstrate that such arrangements manage health and safety effectively, and control significant risks relevant to the requirements for the Requirement. | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) | | |
| **Section 3.4: Quality Assurance** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 3.4 | Please provide details of any quality assurance certification/accreditation that your organisation holds, and self-certify that you will be able to provide copies of any relevant certificates in advance of entering into the Contract, should your organisation be successful. | | **Pass / Fail**  A "fail" will be awarded where the Bidder fails to provide details of any quality assurance certification/accreditation held by its organisation, or where the Bidder confirms that its organisation does not hold any such certification/accreditation. | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) | | |
| **Section 3.5: Data protection and cyber security** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 3.5.1 | Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects. | | **Pass / Fail**  A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place. | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-Contractor (as applicable) | | |
| 3.5.2 | Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:  ●to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;  ●to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;  ●to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;  ●to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place);  ●to maintain records of personal data processing activities; and  ●to regularly test, assess and evaluate the effectiveness of the above measures | | **Pass / Fail**  Failure to confirm that adequate procedures are or will be in place will result in a "fail" mark being awarded | | |
| 3.5.3 | Please confirm that your organisation holds Cyber Essentials Plus or will commit to becoming Cyber Essentials Plus certified, if awarded the Contract. | | **Pass / Fail**  A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place. | | |
| 3.5.4 | Please confirm that your organisation holds ISO 27001 or will commit to becoming ISO 27001 certified, if awarded the Contract. | | **Pass / Fail**  A "fail" will be awarded where a Bidder does not confirm that such measures will be put in place. | | |
| **Section 3.6: Anti-corruption** | | | | | | | | |
| **Question Number** | **Question** | | **Evaluation Guidance** | | | **Completed by** | | |
| 3.6.1 | Please confirm that your organisation has put in place adequate procedures for the prevention of bribery and corrupt practices, in accordance with the Bribery Act 2010. | | **Pass / Fail**  Failure to confirm that adequate procedures are in place will result in a "fail" mark being awarded | | | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-Contractor (as applicable) | | |
| 3.6.2 | Please confirm that your organisation ensures that sub-contractors, sub-contractors and members of your supply chain also comply with the Bribery Act 2010. | | **Pass / Fail**  Failure to confirm that adequate procedures are in place will result in a "fail" mark being awarded | | |

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| **Section 3.7 – Tackling Modern Slavery in Supply Chains (Central Government Contracts only)** | | | | |
| **Question Number** | **Question** | **Evaluation Guidance** | **Completed by** | |
| 3.7.1 | If you are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, and if your latest statement is available electronically please provide:  ● the web address,  ● precise reference of the documents | A "fail" will be awarded where a Bidder fails to provide access to or a copy of the latest statement and/or where the statement fails to include the relevant information set out in question 3.7.4, and fails to provide an adequate explanation as required by question 3.7.4. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-Contractor (as applicable) |
| 3.7.2 | If your latest statement is not available electronically, please provide a copy. |
| 3.7.3 | If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level. |
| 3.7.4 | Any modern slavery statement or other statement or document should contain at least the following information:  a. the organisation’s structure, its business and its supply chains;  b. its policies in relation to slavery and human trafficking;  c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;  d. The parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;  e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;  f. the training and capacity building about slavery and human trafficking available to its staff; or  If all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award. |

**ANNEX 8**

**TECHNICAL, PROFESSIONAL ABILITY AND COMPETENCY QUESTIONS**

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| **Relevant Experience and Local Alignment** | | |
| **Question 8.1 – each example has a maximum word count of 1,000 words**  **Awarded out of 15 marks per example (5 x 3)** | **Evaluation Guidance** | **Completed by** |
| Provide two recent examples (within the last three years) of communal cleaning contracts of comparable size and complexity, preferably within housing association or local authority contexts. Focus on your ability to operate in dense, mixed-tenure boroughs like Tower Hamlets. Explain how your service delivery adapted to site-specific needs and resident expectations. Include contract scope, performance outcomes, and contactable references. | A 'fail' will be awarded where:  - Not all of the information required is provided.  - The examples provided are not from the previous 3 years.  - The named contact is unable to confirm accuracy of information provided.  - The examples do not demonstrate the Bidder’s capability to deliver similar services.  - Responses do not clearly show relevance to Tower Hamlets' operational environment. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Service Delivery and Responsiveness** | | |
| **Question 8.2 – maximum word count of 1,000 words**  **Awarded out of 20 marks (5 x 4)** | **Evaluation Guidance** | **Completed by** |
| Describe your approach to delivering scheduled and ad hoc communal cleaning services across Tower Hamlets. Include your planning methodology, proposed frequencies, use of real-time technology, escalation processes for missed visits, and ability to adapt delivery to estate layout, resident use patterns, and seasonal demand. Provide one worked example. | Responses will be evaluated on their clarity, innovation, realism and ability to address Tower Hamlets’ estate challenges. Generic, non-borough-specific plans will score poorly. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Workforce Resourcing and Resilience** | | |
| **Question 8.3 – maximum word count of 1,000 words**  **Awarded out of 15 marks (5 x 3)** | **Evaluation Guidance** | **Completed by** |
| Provide a detailed overview of your workforce model for this contract. Include resourcing strategy, rota and shift structure, recruitment and vetting procedures, and plans for holiday/sickness cover. Explain how you ensure consistent service standards, fair working conditions and how you promote a diverse and locally representative workforce. | Responses must demonstrate a scalable and resilient workforce plan, aligned to the specification and Tower Hamlets’ operational needs. Submissions lacking robust cover and local insight will score lower. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Resident Engagement and Satisfaction** | | |
| **Question 8.4 – maximum word count of 1,000 words**  **Awarded out of 20 marks (5 x 4)** | **Evaluation Guidance** | **Completed by** |
| How will you actively engage Tower Hamlets residents in service monitoring and improvement? Describe your approach to communication, gathering feedback, visibility of operatives, and actions you will take to build trust and satisfaction. This question will be assessed by a panel of residents. | Responses will be judged on their commitment to inclusive engagement, tangible communication plans, and meaningful resident involvement. Superficial or tokenistic responses will not score highly. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Mobilisation and Contract Start** | | |
| **Question 8.5 – maximum word count of 1,000 words**  **Awarded out of 15 marks (5 x 3)** | **Evaluation Guidance** | **Completed by** |
| Submit a tailored mobilisation plan detailing milestones, roles, resource readiness, TUPE handling, and risk mitigation. Show how you will ensure a seamless transition from the incumbent and how you will communicate with L&Q throughout the mobilisation phase.  Responses must identify at least three risks and clear mitigation actions. | Plans must be realistic, contract-specific and show understanding of L&Q mobilisation protocols. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Contract Management and Communication** | | |
| **Question 8.6 – maximum word count of 1,000 words**  **Awarded out of 15 marks (5 x 3)** | **Evaluation Guidance** | **Completed by** |
| Describe your management structure for this contract. Include site supervision, escalation hierarchy, performance tracking, complaints handling, and reporting to L&Q. Provide an example agenda for monthly reviews and explain how underperformance will be identified and addressed. | Effective and transparent governance structures tailored to Tower Hamlets are required. Weak escalation and reporting lines will result in reduced scores. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Health & Safety and Risk** | | |
| **Question 8.7– maximum word count of 1,000 words**  **Awarded out of 15 marks (5 x 3)** | **Evaluation Guidance** | **Completed by** |
| Explain your approach to health and safety including induction, dynamic risk assessment, lone working protocols, COSHH control, and monitoring of subcontractors (if applicable). Outline your business continuity planning for localised or borough-wide disruption. | A 'fail' will be awarded where bidders fail to demonstrate a comprehensive and contract-specific H&S system or where no continuity plan is in place. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

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| **Pricing Methodology** | | |
| **Question 8.8 – maximum word count of 1,000 words**  **Awarded out of 15 marks (5 x 3)** | **Evaluation Guidance** | **Completed by** |
| Describe how your pricing has been calculated for this tender. Explain how labour, equipment, consumables, supervision and contingency are reflected. Justify how your pricing balances quality, value for money and contract sustainability. Clarify your internal validation processes. | Responses will be assessed for realism, transparency, and consistency with the delivery model. Underpriced or unsustainable models will score poorly. | The Bidder or Lead Bidder on behalf of itself and/or the members of the group / relevant essential sub-contractor (as applicable) |

**Annex 15 – Data**

**Attached as Annex 15 - Data**

1. [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)