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# **INVITATION TO TENDER**

**Open Procedure – Services** 

Occupational Health and Health Surveillance Services

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# 1. INTRODUCTION AND OVERVIEW

- 1.1 GreenSquareAccord wish to select a Supplier(s) (the "Supplier(s)"), to carry out the Services set out in the Specification included in the Contract Documents.
- 1.2 This Invitation to Tender ("ITT") is inviting Tenders from Suppliers who meet the criteria set out in the procurement documents and is designed to ensure that all Suppliers are given equal and fair consideration in tendering. It is important therefore that Suppliers provide all the information asked for in the format and order specified. Please direct any messages through the Tender Portal if you have any doubt as to what is required or will have difficulty in providing the information required in order to tender.

The procurement documents comprise the following:

Document	Contents
Invitation to Tender (This Document)	Explanatory notes intended to provide a summary of the scope of the requirements, an overview of the procurement process and the evaluation criteria GreenSquareAccord will use to determine award of the Contract from amongst those who meet the Conditions of Participation.
Evaluation Questionnaire	The electronic questionnaire embedded in the GreenSquareAccord Intend Supplier Tender Portal which must be completed by each potential supplier, and is used to by GreenSquareAccord to assess each potential supplier against the Conditions of Participation and award criteria
Appendix 1 ITT Declaration	The ITT declaration that each potential supplier will need to complete, sign and upload as an attachment as part of their response.
Appendix 2 Supplier Sensitive Commercial Information	The form detailing each supplier's sensitive commercial information.
Appendix 3 Contract Documents	GSA Goods and Services Contract
Appendix 4 – Tender Certificate	A document containing the Tender Certification which must be fully completed as part of a compliant response
Appendix 5 - Specification	The specifications that contains GreenSquareAccord explicit set of requirements for the Service.
Appendix 6 - Pricing Matrix	The spreadsheet containing the pricing schedules which must be fully completed as part of a compliant response.
Appendix 7 - Social Value Matrix	The spreadsheet containing the Social Value offer which must be fully completed as part of a compliant response

Document	Contents
Appendix 8 - GSA	Background information about GreenSquareAccord
Background Information	comprising our structure, strategy and operating area.
Appendix 9 - Supporting	This questionnaire is to be complete by parent companies,
Organisation Questionnaire	affiliates, associates, essential sub-contractors, or if relied
	upon to meet the selection criteria as part of a compliant
	response.
Appendix 10 - Financial	The spreadsheet containing the Financial Assessment
Assessment Tool	which must be fully completed as part of a compliant
	response.

- 1.3 Suppliers should read these instructions carefully before completing their Tender. Any failure to comply with the requirements for completion and submission of Tenders may result in the rejection of the Tender. Suppliers should therefore acquaint themselves fully with the extent and nature of the Services and the contractual obligations they will undertake under the Contracts Documents. This ITT sets out the tendering conditions. By participating in the Procurement, the Supplier confirms acceptance of these conditions of tendering.
- 1.4 Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any associated suppliers which are relevant for the purposes of this Procurement. Suppliers must notify GreenSquareAccord immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

#### Variant bids

1.5 Variant bids or caveats will not be accepted in respect to this ITT. Any Tender that contains any variant bids or caveats may be deemed to be non-compliant and rejected in its entirety.

### Lots

- 1.6 GreenSquareAccord has considered whether the Services could reasonably be supplied under more than one Contract and whether such Contracts could appropriately be awarded by reference to lots in accordance with section 18(1) of the PA 2023. The Contract will consist of 3 lots as follows:
- 1.7 The requirements are divided into lots as follows:

Lot	Lot name
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1	Occupational Health
2	Health Surveillance
3	Combined OH and HS services

1.8 Suppliers can bid for all lots and be awarded a contract for either lot 1, lot 2 or lot 3. In the event lot 3 is awarded, lots 1 and 2 will not be awarded. GSA will make this decision based on the most advantageous offering based on the results of the evaluation.

Although there are connections between the two Services it is intended that they are capable of being operated by separate Suppliers. Lot 3 has been included as an optional Lot, to provide a combined Services under a single Contract but to enable a Supplier bidding for both Lots to identify the financial saving or discount that would apply should they be appointed as the Supplier for both Services

The assessment process outlined in this ITT is designed so that where GreenSquareAccord elects to award, it will only award, either both of Lot 1 and Lot 2, OR Lot 3 only. In the event that either of Lot 1 or Lot 2 is abandoned during the process then Lot 3 will also be abandoned and GreenSquareAccord will continue with any remaining Lot.

# **Modifying the Procurement**

- 1.9 Neither the Tender Notice, this ITT nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of GreenSquareAccord (or any other person) to enter into a contractual agreement.
- 1.10 GreenSquareAccord reserves the right to cancel the Procurement at any point and/or to choose not to award any contract or lot as a result of this Procurement. Any decision by GreenSquareAccord not to award a lot does not prevent GreenSquareAccord from awarding the remaining lots. If GreenSquareAccord decide not to award the Contract GreenSquareAccord will publish a Procurement Termination Notice.
- 1.11 Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, GreenSquareAccord is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
- 1.12 GreenSquareAccord reserves the right at any time:
  - 1.12.1 to issue amendments, modifications or additional information to any documentation which forms part of this Procurement;

- 1.12.2 to require a Supplier to clarify their proposal(s) and/or Tender submission in writing and/or provide additional information failure by a Supplier to respond adequately may result in their Tender submission being rejected;
- 1.12.3 to alter the Timetable for this Procurement including the right to award different lots at different times;
- 1.12.4 to rewind and re-run any part of the Procurement on the same or an alternative basis; and
- 1.12.5 not to award a Contract for one (1) or both Lots and/or any part of the specification for any Lot. As noted above, where Lot 3 is awarded, Lots 1 and 2 will not be awarded. Where one or both of Lots 1 and 2 are awarded then Lot 3 will not be awarded.

# Supplier Responsibilities

- 1.13 Suppliers should notify GreenSquareAccord promptly of any perceived ambiguity, inconsistency or omission in this ITT, the Contract Documents or any associated documentation including any supplementary information issued to them during the procurement. In order to give Suppliers time to make any required amendments into account in preparing their Tenders, GreenSquareAccord may, at its discretion, extend the Tender Submission Deadline.
- 1.14 It is the responsibility of all Suppliers to ensure that their Tender is delivered no later than Tender Submission Deadline as detailed in the Timetable. Suppliers are recommended to allow sufficient time to complete and upload their Tender submission. As with all technology, connectivity issues can arise, and Suppliers should avoid submitting their Tender critically close to the closing date and or time. GreenSquareAccord shall have no responsibility in relation to Tenders which are not submitted by the Tender Submission Deadline.
- 1.15 By submitting a Tender, the Supplier will be considered to have accepted without reservation the basis on which the assessment will be undertaken including the method of scoring and weighting of criteria, as set out in this ITT.
- 1.16 Suppliers acknowledge that GreenSquareAccord must disregard any Tender if the Supplier is an excluded supplier and that GreenSquareAccord may disregard any Tender from an excludable supplier (as defined in Section 57 of PA 2023).
- 1.17 Terms defined in the glossary at Appendix 1 are shown with capital letters in this ITT. Terms defined in the draft Contract Documents at Appendix 3 have the same meanings in this ITT and are also shown by capital letters in this ITT. References to Paragraphs and Appendices in this ITT are references to Paragraphs of and Appendices to the ITT unless stated otherwise.

### 2. PRELIMINARY MARKET ENGAGEMENT

2.1 GreenSquareAccord undertook preliminary market engagement prior to the publication of the Tender Notice. This took the form of a series of meetings with potential suppliers to inform them of this tender exercise and ensure market capacity, as a previous exercise was run in the form of a mini competition that failed to be awarded. Discussions were informal and no significant information was shared that would afford providers participating in PME an unfair advantage. Publication reference: 2025/S 000-000105

#### 3. PROCUREMENT INFORMATION

3.1 This Procurement is being conducted using the Open Procedure under Section 20 of the PA 2023.

#### Invitation to tender

3.2 This procurement is commenced with the issuing of the Tender Notice and the publication of this ITT.

# **Conditions of Participation**

- 3.3 This ITT includes Conditions of Participation which all Suppliers are required to complete and accordance with the instructions within this ITT.
- 3.4 GreenSquareAccord will use the Conditions of Participation to confirm that neither the Supplier, nor any related persons within its corporate group, associated persons relied on to meet the Conditions of Participation, or proposed sub-contractors are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, GreenSquareAccord will consider whether to exclude the Supplier from participating in the Procurement pursuant with its obligations under the PA 2023.
- 3.5 GreenSquareAccord will also undertake a review of the completed Conditions of Participation with reference to any information held on the Central Digital Platform. Responses to any Conditions of Participation will be assessed in accordance with the selection process and any selection criteria as set out in the Tender Notice, PSQ and described in this ITT.
- 3.6 Suppliers should note that GreenSquareAccord reserves the right to re-assess any response to the Conditions of Participation, in light of any new relevant information that comes to GreenSquareAccord's attention.

#### Tender submission

3.7 At the same time as completing the Conditions of Participation section in the Evaluation Questionnaire document, the Supplier must complete the Tender submission section

- which is the scored quality section in the Evaluation Questionnaire and the Pricing Model and any additional information provided.
- 3.8 After the Tender Submission Deadline, GreenSquareAccord will consider, in respect of each Supplier that submitted a Tender, whether the Supplier or any related persons within its corporate group, associated persons relied on to meet the Conditions of Participation, or proposed sub-contractors, are excluded or excludable suppliers and will consider whether to disregard the tender submitted pursuant with its obligations under the PA 2023. If the Supplier is an excluded or excludable supplier only by virtue of an associated person or proposed sub-contractor, GreenSquareAccord will notify the Supplier of its intention to disregard its Tender and provide the Supplier with reasonable opportunity to replace the associated person or sub-contractor. If as a consequence of this process GreenSquareAccord disregards a Tender from an excluded or excludable supplier, or is aware of an associated person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).
- 3.9 All Tenders received by the Tender Submission Deadline will be checked for compliance with the submission requirements set out in this ITT. If a Tender submission is not compliant, GreenSquareAccord will not be obliged to carry out any further assessment and the Supplier may be eliminated from the Procurement. During this period, clarification on any aspect of the Tender may be sought by GreenSquareAccord.
- 3.10 A compliant Tender is defined as one that meets the following criteria (as defined in this ITT):
  - 3.10.1 it is delivered before the Tender Submission Deadline;
  - 3.10.2 it complies with the requirements set out in paragraph 3.12 below; and
  - 3.10.3 it is packaged and presented in accordance with the requirements set out in this ITT, and in particular paragraph 10 (Submission and Format of Tenders).
- 3.11 GreenSquareAccord will conduct an assessment of all compliant Tenders in accordance with the Award Criteria set out in the Tender Notice and described in Appendix 5 of this ITT.
- 3.12 In carrying out this assessment, GreenSquareAccord will disregard any Tender from a Supplier that does not satisfy the Conditions of Participation. GreenSquareAccord may also disregard a Tender:
  - 3.12.1 from a Supplier that is not a United Kingdom supplier or a Treaty State Supplier or that intends to sub-contract the performance of all or part of the Contract to a supplier that is not a United Kingdom supplier or a treaty state supplier; or

- 3.12.2 if the Tender breaches a procedural requirement set out in the Tender Notice or associated tender documents; or
- 3.12.3 if the Tender offers a price that GreenSquareAccord considers to be abnormally low for the performance of the Contract. Where GreenSquareAccord considers that a price offered by a Supplier in its Tender is abnormally low, GreenSquareAccord will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered. GreenSquareAccord will only disregard the Tender if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.
- 3.13 GreenSquareAccord will provide an Assessment Summary to all Suppliers to:
  - 3.13.1 inform them that they have been unsuccessful in in being awarded the Contract;
  - 3.13.2 provide an explanation of the assessment of the Supplier's Tender against the relevant Award Criteria, in accordance with the requirements of the PA 2023; and
  - 3.13.3 provide information in respect of the most advantageous tender submitted, including details of the assessment of this Tender against the relevant Award Criteria and the Supplier's name.

### **Contract Award**

- 3.14 Once the Assessment Summaries have been provided to the Suppliers, GreenSquareAccord will publish a Contract Award Notice on the Central Digital Platform to commence the mandatory standstill period.
- 3.15 This stage will end with GreenSquareAccord entering into the Contract with the successful Supplier and publication of a Contract Details Notice on the Central Digital Platform (within 30 days of the date on which the Contract is entered into). Where required under the PA 2023, a copy of the Contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

### 4. COMMUNICATIONS, VISITS AND DOCUMENT INSPECTION

4.1 All communications from Suppliers and prospective Suppliers concerning this Procurement must be via the Tender Portal.

### 5. DUE DILIGENCE AND INTENTION TO TENDER

- 5.1 When preparing their Tender submissions, Suppliers are expected to have taken due notice of all ITT documentation and carried out their own due diligence checks. All information contained within the ITT documents is prepared in good faith, but GreenSquareAccord does not purport this to be comprehensive or to have been independently verified. Neither GreenSquareAccord nor its professional advisers accept any liability, responsibility or duty of care for the adequacy, accuracy, completeness or for anything said or done in relation to the Procurement to which this ITT relates. Suppliers must satisfy themselves as to the accuracy of the information provided. Suppliers should take such professional advice as they deem necessary (including an assessment of the proposed terms of the Contract Documents) to determine whether they wish to Tender.
- 5.2 Suppliers must return the completed ITT Acknowledgement pro-forma at Appendix 2 of the ITT indicating whether they intend to submit a Tender and confirming they are prepared to accept the conditions of tendering set out in this ITT. This must be uploaded on the Tender Portal no later than the date specified in the Timetable.
- 5.3 Any Supplier who does not wish to participate further in this Procurement should return the Tender Acknowledgement pro-forma completed to say this, through the Tender Portal. GreenSquareAccord confirms that Suppliers who do this will not be prejudiced in relation to any future procurements by GreenSquareAccord by virtue of having done so.

# 6. QUESTIONS ABOUT THE PROCUREMENT

- 6.1 Suppliers who have questions about the Procurement and/or the [Services][Supplies] should address these questions via the Tender Portal.
- 6.2 Questions must be submitted by the deadline for submitting clarifications as detailed in the Timetable. GreenSquareAccord will endeavour to respond to all clarifications by the deadline for GreenSquareAccord to respond clarifications as detailed in the Timetable. Deadline and shall not accept any liability or responsibility for failure to provide any information requested.
- 6.3 In order to ensure equality of treatment of Suppliers, GreenSquareAccord intends to publish all questions and clarifications raised by Suppliers and its responses (but not the source of the questions) to all Suppliers via the Tender Portal on a regular basis. Suppliers should indicate if a query is commercially sensitive, where disclosure of such query and/or the answer would be likely to prejudice its commercial interests. If GreenSquareAccord disagrees that the query is commercially sensitive or considers that it is necessary to disclose it in order to ensure equal treatment of all Suppliers, the

Supplier will be given the opportunity either to withdraw the query or to have the answer circulated to all Suppliers.

- 6.4 A Supplier making a request for further information may be asked to pay GreenSquareAccord's reasonable costs of obtaining and providing that further information. The Supplier will be advised beforehand if a charge will be made.
- 6.5 GreenSquareAccord reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

# 7. CONTRACT DOCUMENTS AND REQUIREMENTS

- 7.1 Following the Procurement, GreenSquareAccord will enter into the Contract Documents with the Supplier in relation to the Services
- 7.2 Drafts of the Contract Documents are attached at Appendix 3 to this ITT. These Contract Documents comprise:
  - 7.2.1 Services Contract;
  - 7.2.2 Specification;
  - 7.2.3 Payment Mechanism.

GreenSquareAccord may reject as non-compliant any Tender from a Supplier that proposes substantial amendments to the Contract Documents or any amendments that GreenSquareAccord is not prepared to accept (after the Supplier has been given an opportunity to withdraw those proposed amendments).

- 7.3 Service Levels, Service Credits and KPIs associated with the requirements will be detailed within the Contract Documents.
- 7.4 Suppliers should refer to the KPI documents included with the Specification and Appendix 3 for detail on KPI requirements. Suppliers will provide GreenSquareAccord with such assistance and information as GreenSquareAccord may reasonably require in order to assess the contribution of the Supplier to the achievement of the KPIs or to comply with their notice obligations under the PA 2023. It is expected that Suppliers will provide the outcome of KPI delivery to GreenSquareAccord as part of the GreenSquareAccord performance assessment.
- 7.5 GreenSquareAccord requires the successful Supplier have in place the following insurance levels detailed in the Conditions of Participation in place at the point of Contract Award as detailed in the Timetable.

- 7.6 GreenSquareAccord requires the successful Supplier to have the following accreditations and/or registration or equivalents as identified by the successful Supplier in their Tender at the point of Contract Award as detailed in the Timetable.
- 7.7 GreenSquareAccord insurance and accreditation and/or registration requirements will be included within the Contract Documents as contractual obligations to have in place and maintain during the Contract period.
- 7.8 GreenSquareAccord considers that there are the following specific risks that may arise that would require the Contract to be modified:

Risk description	Potential impact on performance	Reason why not possible to address impact of the risk
Change in Legislation	Either an increase or decrease in the expected number of checks.  If the legislation required, the introduction of certain mandatory health checks, this could change the specification.	Without knowing the change in legislation, it is difficult to quantify the effect.
Change in Colleague Numbers	Either an increase or decrease in the expected number of checks, due to changes in organisational structure.  If change is due to merger, this may significantly increase the numbers.	No planned merger or significant changes to organisational structure.

7.9 Where the relevant, conditions under Schedule 8 of the PA 2023 are satisfied, the modification of the Contract to remedy the identified risks would be treated as a permitted contract modification.

# 8. TIMETABLE AND NOTICES

8.1 The table below sets out the proposed timetable for the Procurement, from the date of the Tender Notice to commencement of the Contract. GreenSquareAccord reserves the right to vary the timetable.

Stage	Date
Preliminary Market Engagement Notice (as applicable)	03/01/2025
Issue Tender Notice & Tender	23/10/2025
Deadline for submitting clarifications	19/11/2025
Deadline for GreenSquareAccord to respond to clarifications	21/11/2025
Tender Submission Deadline	28/11/2025
Assessment of Tenders including any clarifications	01/12/2025 to 12/12/2025
Contract Award Notice – start of standstill period	15/12/2025
End of Standstill Period	02/01/2025
Contract Finalisation	16/01/2026
Contract signature	30/01/2026
Contract commencement	01/04/2026

8.2 In addition to the notices to be issued during the Procurement process as detailed in the table above, GreenSquareAccord will be required to issue the following notices, as and when required, during the Contract period:

Notice	When should it be published?
Contract Performance Notice	Required for all contracts where KPIs were published. It must be published at least once a year and for contracts over £5m. It must also be published if there is a breach or failure to perform, except for light touch contracts.
Payment Compliance Notices	Must publish payment compliance information every 6 months and confirm compliance with prompt payment provisions. The notice will only show compliance with the

Notice	When should it be published?	
	30-day payment term and is to be issues once every 6 months in relation to all public contracts as defined in PA 2023.	
Contract Termination Notice	Must publish within 30 days of termination (including termination by a party, discharge, expiry, recission and set aside by a court order.)	
Contract Change Notice	Must publish before modifying an existing public contract (except in prescribed circumstances). The updated CCN will need to include a copy of the modified contract (redacted)	

### 9. CONFIDENTIALITY

- 9.1 GreenSquareAccord may have a duty to comply with the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). Where GreenSquareAccord has a duty to comply with the FOIA and EIR, all information submitted to GreenSquareAccord may be disclosed in response to a request made pursuant to the FOIA or the EIR.
- 9.2 GreenSquareAccord has a duty to publish or otherwise disclose information under the PA 2023. However, GreenSquareAccord is not required to publish or otherwise disclose information under the PA 2023 if it is satisfied that:
  - 9.2.1 withholding the information from publication or other disclosure is necessary for the purposes of safeguarding national security; or
  - 9.2.2 the information is Sensitive Commercial Information and there is an overriding public interest in its being withheld from publication or other disclosure.
- 9.3 In respect of any information submitted by a Supplier that it considers to be Sensitive Commercial Information, the Supplier should:
  - 9.3.1 clearly identify which information is considered Sensitive Commercial Information and complete the table contained within Appendix 2;
  - 9.3.2 explain the potential implications of disclosure of such information; and
  - 9.3.3 provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive.
- 9.4 GreenSquareAccord will endeavour to:

- 9.4.1 hold confidential all information submitted by a Supplier, regardless of whether or not specific information has been identified as being Sensitive Commercial Information; and
- 9.4.2 consult with a Supplier about information identified as being Sensitive Commercial Information before making a decision to publish or otherwise disclose information as required under the PA 2023 or on any FOIA requests and EIR requests received.
- 9.5 Suppliers should note, however, that the final decision to publish or otherwise disclose information under the PA 2023 or on any FOIA request and EIR request rests with GreenSquareAccord, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the PA 2023 or FOIA/EIR is applicable, GreenSquareAccord will be obliged to disclose that information. Accordingly, GreenSquareAccord cannot guarantee that any information marked as 'Sensitive Commercial Information' will not be disclosed.
- 9.6 Suppliers are required to keep confidential to themselves and their professional advisers all information provided to them which is marked as confidential by GreenSquareAccord, and all other information that is not in the public domain. Suppliers have already confirmed in their responses to the Conditions of Participation that they will not disclose or use any information made available to them by GreenSquareAccord other than for the purposes of this Procurement. If in doubt as to whether information is confidential (or whether it may be disclosed), Suppliers should seek clarification by contacting GreenSquareAccord through the Tender Portal.

# 10. SUBMISSION AND FORMAT OF TENDERS

- 10.1 The closing dates for the receipt of Conditions of Participation and Tenders are detailed in the Timetable.
- 10.2 Tenders are to be submitted electronically via the Tender Portal.
- 10.3 Suppliers must complete and submit the following documents in pdf format or in a recent Microsoft Word/Excel format or such other electronic format as the Contact Person approves pursuant with the instructions:

Document Reference or section of	Document name	Contents and requirements
Conditions of		-
Participation		

On-line Evaluation Questionnaire on the Tender Portal	Evaluation Questionnaire which incorporates the Conditions of Participation and includes Conditions of Participation of consortia members and subcontractors and Tender Response	Electronic document to be completed on- line with any required supporting attachments
Supplier Sensitive Commercial Information	Appendix 2 Supplier Sensitive Commercial Information	Completed and uploaded as an attachment
Social Value Matrix	Appendix 7 Social Value Matrix	Completed and uploaded as an attachment
Pricing Model	Appendix 6 Pricing Model	Completed and uploaded as an attachment
Supporting Organisation Questionnaire	Appendix 9 Supporting Organisation Questionnaire	If applicable completed, Supporting Organisation Questionnaire to be uploaded as an attachment
Financial Assessment Tool	Appendix 10 Financial Assessment Tool	Completed Financial Assessment Tool to be uploaded as an attachment

# 10.4 All Tenders must:

- 10.4.1 be written in English;
- 10.4.2 be in A4 size, except for drawings, or other documents for which this is impractical or inappropriate;
- 10.4.3 be fully paginated, annotated and cross-referenced (where appropriate);
- 10.4.4 include a complete index (which includes all drawings); and

- 10.4.5 have all drawings, plans etc numbered;
- 10.4.6 include drawings no larger than A1 size
- 10.4.7 comply with the requirements set out in this ITT; and
- 10.4.8 be accompanied by a fully completed Tender Certificate in the form set out in Appendix 4.
- 10.5 Suppliers must submit a Tender, meeting all of GreenSquareAccord's requirements as specified in this Paragraph 10. GreenSquareAccord reserves the right to vary its requirements for a Tender during the tender period and not to consider Tender submissions that do not comply fully with this Paragraph 10.
- 10.6 GreenSquareAccord will not consider any Tender submitted after the Tender submission deadline unless GreenSquareAccord considers (in its absolute discretion) that this was due to circumstances outside the control of the Supplier and that in the circumstances it is appropriate to accept the Tender.

### 11. COMPLETING THE CONDITIONS OF PARTICIPATION

- 11.1 GreenSquareAccord is using the Government's Procurement Specific Questionnaire (PSQ). The PSQ forms the Conditions of Participation.
- 11.2 The Conditions of Participation are divided into the following parts, which must be fully completed and submitted:

Part/ Section	Details
Part 1	Confirmation of Core Supplier Information — asks for confirmation that the Supplier has registered on the central digital platform and shared their core supplier information to enable GreenSquareAccord to assess whether or not your organisation meets the Conditions of Participation in respect of their economic and financial standing, technical and professional ability and project specific requirements as well as assessing whether or not the Supplier is an excluded or excludable supplier.
Part 2	Additional exclusions information – asks for information relating to intended sub-contractors and associated persons (or connected person of an associated person) being relied on by the Supplier to satisfy the Conditions of Participation. This information will enable GreenSquareAccord to assess if the Supplier is an excluded or excludable supplier by virtue of an exclusion ground applying to an

	intended sub-contractor or associated person (or connected person of an associated persons).
Part 3	Questions relating to Conditions of Participation – asks the Supplier to respond to a list of questions to determine if the Supplier meets the Conditions of Participation required to participate in the Procurement.

- 11.3 The PSQ includes self-declarations, made by Suppliers, that Suppliers do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning) pursuant to section 58 PA 2023.
- 11.4 Please note that a submission made in any format other than through the Tender Portal will be rejected.

# 12. NON-COLLUSION, NON-CANVASSING

- 12.1 Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to GreenSquareAccord and without prejudice to any criminal liability that such conduct by a Supplier may attract.
- 12.2 Specifically, Suppliers must not directly or indirectly at any time:
  - 12.2.1 devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, sub-contractor, consortium member insurance provider or provider of finance;
  - 12.2.2 enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission;
  - 12.2.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement;
  - 12.2.4 canvass any employees, members or agents of GreenSquareAccord in relation to this Procurement;
  - 12.2.5 attempt to obtain information from any of the employees, members or agents of GreenSquareAccord or their advisors concerning another Supplier or submission;

- 12.2.6 carry out any other co-operation or collusion with another Supplier or any other person which GreenSquareAccord considers capable of undermining fair competition.
- 12.3 Suppliers are required to complete and return Appendix 4 (Tender Certificate) noting that GreenSquareAccord will be entitled to rely on the information provided in the certificate.

# **Anti-competitive behaviour**

- 12.4 Suppliers are reminded of their obligations under applicable competition laws. GreenSquareAccord may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 12.5 Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. GreenSquareAccord also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 12.6 Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the PA 2023. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

### 13. TENDER CERTIFICATE

- 13.1 Suppliers are required to sign and enclose with their Tenders declarations to the effect that:
  - 13.1.1 neither the Supplier nor any member of the Supplier's team has engaged in collusive tendering, canvassed any officer or adviser of GreenSquareAccord or sought to obtain information about any other Supplier (please see Paragraph 12 above):
  - 13.1.2 no circumstances exist that would prevent the award of a contract to them under GreenSquareAccord's Probity Policy; and
  - 13.1.3 all statements made in the Tender are still correct except as specifically disclosed in the Tender Certificate.
- 13.2 These declarations are included in the Tender Certificate at Appendix 4 to this ITT.

- 13.3 If selection information has changed since submission of the Tender, Suppliers should submit updated versions of the information provided, including updated financial information, where applicable.
- 13.4 Where a consortium is tendering or the Supplier is relying on the resources of associated suppliers or its group or proposed sub-contractors in its Conditions of Participation, the Supplier must notify GreenSquareAccord through the Tender Portal of any change to the composition of its consortium, group or its subcontracting arrangements.
- 13.5 Any Supplier who no longer satisfies the Conditions of Participation may be excluded from further participation in the Tender.
- 13.6 GreenSquareAccord reserves the right to reject or disqualify a Supplier:
  - 13.6.1 where the Supplier is guilty of a material misrepresentation in relation to its Tender, the Conditions of Participation and/or any representation made during the Procurement process;
  - 13.6.2 where there is a change in identity, control, financial standing or other factor impacting on the selection and/or assessment process affecting the Supplier; and/or
  - 13.6.3 where the Supplier breaches or has found to have breached the terms of the non-collusion and non-canvassing certificate included in the Tender Certificate.
- 13.7 Such disqualification is without prejudice to any other civil remedy that may be available to GreenSquareAccord, or any criminal liability that may be incurred. Any Supplier that breaches the terms of their Tender Certificate may also (subject to the terms of the Contract Documents if they have been entered into) have to reimburse GreenSquareAccord for its costs of the procurement.

### 14. CONFLICTS OF INTEREST AND PROBITY POLICY

- 14.1 GreenSquareAccord requires all actual, potential or potential conflicts of interest to be resolved to its satisfaction. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest exists between themselves and GreenSquareAccord or its advisers. Suppliers must notify GreenSquareAccord immediately of any actual, potential or perceived conflict of interest. This includes any conflicts of interest arising during the Tendering and evaluation processes where a Supplier or a sub-contractor /supplier or adviser to the Supplier is:
  - 14.1.1 the same firm or company or a member of the same group of companies as another Supplier or a sub-contractor /supplier or adviser put forward by another Supplier in respect of the services; or

- 14.1.2 an adviser to or a member of the same group of companies as an adviser to GreenSquareAccord.
- 14.2 For reference, the relevant advisers of GreenSquareAccord are:

# data.protection@greensquareaccord.co.uk

- 14.3 GreenSquareAccord will take all reasonable steps to ensure that conflict of interest does not put a Supplier as an unfair advantage or disadvantage. GreenSquareAccord may ask the Supplier to take reasonable steps. This may include requiring any Supplier to enter into a specific conflict of interest agreement with GreenSquareAccord. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process.
- 14.4 The Contracting Authority confirms that prior to the issue of the Tender Notice a conflicts assessment has been prepared pursuant to section 83 of PA 2023.
- 14.5 GreenSquareAccord reserves the right to reject any Tender received from a person or business trading for profit to whom GreenSquareAccord is prohibited from making a payment or granting a benefit by its Probity Policy.
- 14.6 GreenSquareAccord's Probity Policy prevents it from making any payment (even if full value is received in return) to any of its board members or employees, any person who has ceased to be a board member or employee in the past 12 months or any close relative of any of these. The Probity Policy also prevents GreenSquareAccord from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management.
- 14.7 There are only limited exceptions to the Probity Policy. Suppliers who are unclear as to the application of the Probity Policy to their circumstances should seek clarification by contacting GreenSquareAccord through the Tender Portal.]

# 15. INTELLECTUAL PROPERTY

15.1 Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by GreenSquareAccord and/or its advisers in this Procurement, in whatever format, belong to GreenSquareAccord, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of GreenSquareAccord. All documentation supplied by GreenSquareAccord in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

#### 16. SUPPLIER'S WARRANTIES

- 16.1 In submitting its Tender, each Supplier warrants, represents and undertakes that:
  - 16.1.1 all information, representations and other matters of fact (including those contained in its Conditions of Participation Tender) communicated (whether in writing or otherwise) to GreenSquareAccord by the Supplier, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects at the time of submission of the Tender and the Supplier will notify GreenSquareAccord in writing of any changes to that information that occur before entry into the Contract Documents;
  - 16.1.2 it has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of GreenSquareAccord;
  - 16.1.3 it will not submit any Tender and will not enter into the Contract Documents in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of GreenSquareAccord:
  - 16.1.4 it has full power and authority to enter into the Contract Documents and undertake the Services;
  - 16.1.5 it has the requisite financial and economic standing and has sufficient working capital, skilled staff, other equipment and other resources available to it to comply with the obligations it will undertake under the Contract Documents; and
  - 16.1.6 it will not at any time whilst the Contract Documents are in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by either of GreenSquareAccord which is for the time being in the possession of the Supplier in connection with carrying out services.

#### 17. STAFF TRANSFER & TUPE

17.1 Not applicable

# 18. TENDER CLARIFICATION & ARITHMETICAL ERRORS

18.1 Questions may arise on the interpretation of a Tender by GreenSquareAccord and its advisers. GreenSquareAccord and its advisers reserve the right to raise clarification

- questions and delay the final assessment of such Tenders until the deadline for responding to those questions.
- 18.2 Tender clarification questions are not intended to allow Suppliers to reopen negotiations on any aspect of their Tenders. Responses must be confined to the matters on which clarification is sought.
- 18.3 If GreenSquareAccord discovers arithmetical errors in any Tender GreenSquareAccord will give detail of those errors to the Supplier. The Supplier will be given the opportunity either:
  - 18.3.1 to confirm the offer, in which case all rates or prices (but excluding preliminary items, contingencies, prime cost and provisional sums) are to be treated as reduced in the same proportion as the corrected total of priced items exceeds or falls short of the tendered total or such items; or
  - 18.3.2 to correct their Tender, in which case the corrected figures will be used in the assessment.
- 18.4 GreenSquareAccord must have regard to the objectives set out in section 12 of the PA 2023. One of the objectives is to treat Suppliers the same, unless a difference between the Suppliers justifies different treatment. Therefore, where several omissions or errors arise, this may result in a bid being disqualified under section 19 of the Procurement Act 2023.

#### 19. PUBLICITY

19.1 No announcements or statements should be made by or on behalf of any Supplier in any section of the media (including radio, television, newspaper, internet and any form of social media) unless GreenSquareAccord has given its prior written approval to the proposal to publish and to the text.

# 20. CONSORTIA AND SUB-CONTRACTORS

- 20.1 It is expected that this ITT will be responded to by single Suppliers. However, if a consortium tenders, and/or sub-contractors are to be used GreenSquareAccord may require evidence, guarantees and/or specific contractual arrangements.
- 20.2 Where a Supplier intends to use sub-contractors, it is the Supplier's responsibility to provide each sub-contractor with all the necessary information (having regard to the provisions relating to confidentiality in this ITT) to enable production of their Tender. Where information about a Supplier is requested, information must be given about all sub-contractors of that Supplier (other than "labour only" sub-contractors).

- 20.3 Suppliers must ensure that all sub-contractors, consortium members and advisers comply with the requirements placed on Suppliers in this ITT.
- 20.4 Where a consortium is proposed, the consortium lead should complete all of the questions in the Conditions of Participation section on behalf of the consortium and/or any sub-contractors. The consortium lead should make it clear who the lead member of the group is, and who will be contractually responsible for delivery of the Contract. All members of the group are required to provide the information required in the Conditions of Participation, as part of a single composite response (unless the question specifically directs otherwise).
- 20.5 If requested to do so by GreenSquareAccord, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the Conditions of Participation relating to this procurement (in accordance with section 72 of the PA 2023). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the procurement.

### 21. DISCONTINUATION AND CONTRACT DOCUMENTS

- 21.1 GreenSquareAccord does not intend to enter into any contractual relationship with Suppliers until the completion of the Contract Documents for this Procurement.
- 21.2 GreenSquareAccord may (at its sole discretion):
  - 21.2.1 discontinue this Procurement at any time prior to the award of the Contract;
  - 21.2.2 amend the terms and conditions of the Procurement process and to amend any of the documents issued with the ITT, including without limitation, this ITT, subject to compliance with the requirements of the PA 2023.
  - 21.2.3 invite Suppliers to re-submit their Tenders on the same or any alternative basis; or
  - 21.2.4 re-run any stage of the Procurement process or any part of it
- 21.3 By issuing this ITT, GreenSquareAccord is in no way committed to awarding any contract for the Services.
- 21.4 The matters to which this ITT relates shall be governed solely by the express terms of the written contract for the provision of the Services once executed.

# 22. DISCLAIMER

- 22.1 The materials in this ITT and accompanying documents reflect GreenSquareAccord's current requirements for the Services. GreenSquareAccord reserves, at its discretion, the right to amend such materials as it considers appropriate from time to time.
- 22.2 Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:
  - 22.2.1 neither GreenSquareAccord nor any of its advisers accept any liability, responsibility or duty of care to anyone other than GreenSquareAccord for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this ITT relates;
  - 22.2.2 neither GreenSquareAccord nor any of its professional advisers make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any Supplier, funder, other interested person or their professional advisers;
  - 22.2.3 nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a Tender or enter into the Contract Documents or any other related agreement;
  - 22.2.4 this ITT is not intended to provide a basis for any investment decision and should not be considered as a recommendation by GreenSquareAccord or any of its advisers:
  - 22.2.5 neither this ITT nor any information supplied by GreenSquareAccord should be relied on as a promise or representation as to the future;
  - 22.2.6 this ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions; and
  - 22.2.7 no implied contract is to arise between GreenSquareAccord and any Supplier resulting from the issue of or any Supplier's compliance with this ITT or any matters related to it (but this is without prejudice to GreenSquareAccord's rights under any Tender Certificate completed and returned by a Supplier).

### 23. COSTS

- 23.1 Each Supplier shall bear its own costs and liabilities in relation to all stages of the procurement process including the preparation, submission and clarification of Tenders and entering into the Contract Documents.
- 23.2 Under no circumstances shall GreenSquareAccord be required to reimburse any Supplier for its Tendering costs or for any costs incurred in participating in this procurement, even if this procurement is discontinued, amended or continued on aa different basis from that envisaged initially.
- 23.3 As indicated, a Supplier that contravenes its obligations set out in the Tender Certificate at Appendix 4, may also be required to reimburse GreenSquareAccord for its costs related to the procurement.

# 24. LANGUAGE

- 24.1 Negotiations and the Contract Documents will be in English, governed by English law and subject to the jurisdiction of the English courts.
- 24.2 Any references to a partnership or partnering in this ITT or the Contract Documents are not to be construed as suggesting that a partnership at law will be formed between GreenSquareAccord and the Supplier.

# **APPENDIX 1 - DEFINITIONS AND GLOSSARY**

Term	Definition
Award Criteria	The criteria for the award of the contract are set out in Appendix 5;
Assessment Summary	The document issued to Suppliers informing them if they have been successful in being awarded the Contract and details of the assessment of their Tender;
Assessment Panel	The panel set up by GreenSquareAccord to advise them on the application of the Award Criteria to each Tender;
Central Digital Platform	The online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No 692);
Conditions of Participation	The minimum standards which Suppliers must satisfy in order to be eligible to be considered for award of the Contract, as set out in the Evaluation Questionnaire;
Contract(s)	The contract or contracts that are awarded as a result of this Procurement;
Contract Award Notice	A notice informing interested parties that the contracting authority intends to enter into a public contract with a specified supplier (or, where relevant, multiple suppliers);
Contract Change Notice	As detailed in the table at paragraph 8.2;
Contract Details Notice	A notice informing suppliers and the public that GreenSquareAccord has entered into a Contract;
Contract Documents	The contract documents to be entered into between GreenSquareAccord and the Supplier on the conclusion of this Procurement based on the drafts at Appendix 3;
Contract Performance Notice	As detailed in the table at paragraph 8.2;
Contract Termination Notice	As detailed in the table at paragraph 8.2;
Evaluation Questionnaire	The electronic questionnaire completed by each Supplier, which is used to by GreenSquareAccord to assess each

Term	Definition			
	Supplier against the Conditions of Participation and Award Criteria and included the Tender submission;			
Invitation to Tender (ITT)	The invitation (of which this Appendix form's part) issued to the selected Suppliers inviting them to submit Tenders;			
Method Statement	The Supplier 's proposed method of carrying out the Services as set out in their Tender;			
Non-collusion and Non-canvassing certificate	The certificate to this effect set out in the Tender Certificate at Appendix 4;			
Open Procedure The open procedure as defined by section 20 of the R				
PA 2023	The Procurement Act 2023;			
Payment Compliance Notices	As detailed in the table at paragraph 8.2;			
Preliminary Market Engagement Notice	A notice setting out that GreenSquareAccord intends to conduct, or has conducted, preliminary market engagement, and. any other information specified in regulations under section 95 of the PA 2023;			
Pricing Model	Means the pricing document to be completed by the Supplier as part of the Tender submission;			
Procurement	This competitive flexible procedure procurement process;			
Procurement Specific Questionnaire	The Government Procurement Specific Questionnaire which forms part of the Conditions of Participation;			
Procurement Termination Notice	A notice informing the market that GreenSquareAccord has decided not to award a contract and to terminate the procurement;			
Site(s)	The site for the provision of the Services			
Specification	The Contract Document setting out the Services GreenSquareAccord wishes to procure and which is labelled "Specification";			

Term	Definition		
Supplier	One of the organisations tendering in response to this ITT to become the successful Supplier;		
Tender	A Supplier's submission in response to this ITT which includes responses to the Evaluation Questionnaire, Pricing Model and appendices as detailed in this ITT;		
Tender Notice	A notice informing potential suppliers about the Procurement;		
Tender Portal	The electronic tender portal hosted by Intend, which is found at:		
	https://in-tendhost.co.uk/greensquare/aspx/Home		
Tender Submission Deadline	The date set out in the Timetable by which Tenders are to be submitted through the Tender Portal;		
Timetable	The timetable for this Procurement as set out at paragraph 8 of this ITT (Timetable and Notices);		
Treaty State Supplier  A supplier that is entitled to the benefits of an agreement specified in Schedule 9 of the PA 202			
Services	The Services as set out in the Specification these are to be provided in accordance with the Contract Documents.		

# **APPENDIX 2 - SUPPLIER SENSITIVE COMMERCIAL INFORMATION**

What is Sensitive Commercial Information?

- 1. In this Schedule, the Supplier has identified which information contained in its Tender is considered Sensitive Commercial Information, explained the potential implications of disclosure of such information and set out an estimate of the period of time for which the Supplier considers such information will remain commercially sensitive.
- 2. "Sensitive Commercial Information" (as defined under section 94 of the PA 2023) means "Information which constitutes a trade secret or would be likely to prejudice the commercial interests of the Supplier if it were published or otherwise disclosed".
- 3. Without prejudice to any obligation on GreenSquareAccord to publish or otherwise disclose information in accordance with the PA 2023, the FOIA or the EIR, GreenSquareAccord will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the PA 2023, the FOIA or the EIR to the following information:

No.	Item considered to be Sensitive Commercial Information	Explanation of potential impacts of disclosure	Estimated duration of confidentiality
1.			
2.			
3.			

# **APPENDIX 3 - DRAFT CONTRACT DOCUMENTS**

A separate "Appendix 3 - Goods and Services Contract" can be found and will be the governing terms and conditions for this procurement, the following documents will also form part of the contract.

Document	Contents
Annex E Specification	The Specification that a contractor is required to work to.
Annex F KPIs	Performance and monitoring information which will be used to assist with the management of contractor performance during the works.
Your tender	The appropriate parts of the successful supplier's tender response will be inserted after award to form part of the Contract.

#### **APPENDIX 4 - TENDER CERTIFICATE**

To: [	]("GreenSquareAccord")
Contract ("the Contract") for [	] ("the Services")
in the firm of [	] [company registration number [] / [partners ][whose registered office is at] [carrying on business at]:
	("the Supplier")

We, having examined the Invitation to Tender ("ITT"), the information made available with it in connection with the Contract and the draft contract documentation for the Contract made available with the ITT ("the Contract Documents") and in consideration of you agreeing to consider our Tender for the Contract:

- 1. We undertake to execute and complete the Services in conformity with the Contract Documents in accordance with and for the rates and prices set out in our Tender.
- 2. We confirm that the rates prices stated in 1 above include all provisional sums and all contingencies.
- 3. We agree that our Tender shall remain open for acceptance by you and shall not be withdrawn for a period of 20 weeks from the closing date for return of tenders.
- 4. We agree that the insertion by us of any conditions qualifying our Tender or any unauthorised alteration to any of the Contract Documents may lead to our Tender being rejected. We confirm that we have not inserted any conditions qualifying our Tender or made any unauthorised alteration to any of the Contract Documents.
- 5. We confirm we:
  - have undertaken our own investigations and research and satisfied ourselves in respect of all matters (whether actual or contingent) relating to our Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of GreenSquareAccord;
  - have not submitted our Tender and will not have entered into the Contract Documents in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of GreenSquareAccord;
  - have full power and authority to enter into the Contract Documents and undertake the Services;

- have the requisite financial and economic standing and have sufficient working capital, skilled staff, other equipment and other resources available to comply with the obligations we will undertake under the Contract Documents; and
- will permit GreenSquareAccord or its agents to inspect our accounts or otherwise carry out such financial investigations as GreenSquareAccord may consider necessary in regard to my/our financial standing and commercial viability.
- 6. We confirm we will not at any time whilst the Contract Documents are in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by GreenSquareAccord which is for the time being in our possession for the purposes of the Services.

# 7. We certify that:

- our Tender is a bona fide Tender and is submitted in good faith:
- details of our Tender have not been communicated to any other person (except as authorised in the Instructions to Suppliers)
- our Tendered price has not been fixed or adjusted in accordance with any agreement or arrangement with any other person;
- we are not a party to a scheme or arrangement under which any other Supplier was or will be reimbursed any of their tender costs;
- we have not and will not enter into any agreement or arrangement with any person that they will not tender or that they will withdraw any tender once submitted or vary the amount of their tender; and
- we have not and will not pay, give or offer or agree to pay or give any sum of money
  or other valuable consideration directly or indirectly to any person for doing, having
  done, causing or having caused any of the above acts to be done in relation to our
  Tender or any other tender or proposed tender.
- 8. We certify that the principles described in paragraph 7 above have been, or will be, brought to the attention of our professional advisers, sub-contractors, suppliers and associated companies providing Services, supplies and/or materials connected with our Tender (if any) and that any contract entered into with such members of the professional team, Supplier s, sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

# 9. We certify that:

 we have not canvassed or solicited nor will we in the future canvass or solicit any board member or employee of GreenSquareAccord in connection with this Tender or in connection with any other tender or proposed tender and that no person employed by us or acting on our behalf has done nor will do any such act;

10.	We confirm that, except as set out in the box below, all of the statements and representations given in our completed Conditions of Participation and any documentation submitted alongside it and all information, representations and other matters of fact referred to in our Tender true, complete and accurate in all respects at the time of submission of our Tender and that we will notify GreenSquareAccord in writing of any changes to that information that occur before entry into the Contract Documents
	Details of any changes to Conditions of Participation information (write "None" if there are no changes)
11.	We understand that GreenSquareAccord is not bound to accept the lowest or any tender GreenSquareAccord may receive, and GreenSquareAccord will not pay any expenses incurred by us in connection with the preparation and submission of our Tender.
12.	Should our Tender be accepted, and when requested by GreenSquareAccord, we agree to enter into the Contract on the basis of the Contract Documents issued with the ITT.
13.	We acknowledge that if we have acted or in future act in contravention of this Certificate, GreenSquareAccord will be entitled to disqualify us from further participation in this project or to cancel any contract award that has been made in relation to it and (subject to the terms of the Contract Documents, if it has been entered into) recover from us the amount of any loss or expense resulting from such disqualification or cancellation including any costs resulting from the procurement being aborted.
corpo forma	nis certificate, the word "person" includes any person and any body or association, orate or unincorporated; and "any agreement or arrangement" includes any transaction, all or informal and whether legally binding or not. Terms defined in the ITT have the same nings in this Tender Certificate.
Supp	olier's Representative's Signature & Print Name in Full

Position in Company/Firm (must be a director or company secre authorised by the Company to sign*; if a partnership, at least tw sole trader, the sole trader him/herself must sign):	
Name of Company/Firm:	
Company registration no:	
Address:	
Tal Na/a).	
Tel. No(s):	

Email address:			
Date:			
Date:			

<sup>\*</sup>In this case proof of authority to sign must be submitted with the Form of Tender (e.g. Board Minute)

#### **APPENDIX 5 - AWARD CRITERIA**

- 4. The assessment of quality and technical merit of the Tenders will be based on the assessment of responses to questions in Part 4 of the Evaluation Questionnaire. The relevant content of the successful Supplier 's quality and technical merit submission will form part of the Contract.
- 5. GreenSquareAccord shall award the Contract on the basis of the most advantageous Tender for each Lot from the point of view of GreenSquareAccord. This shall be identified on the basis of the best price-quality ratio linked to the subject matter of the Contract, which shall be assessed on the basis of the Award Criteria as set out in this ITT. Each Lot will be assessed separately

For Lot 3, GreenSquareAccord does not require a separate response to be submitted to the existing Lot 1 and Lot 2 responses. Suppliers that have submitted a Tender for Lot 3 are asked to include their Lot 3 price response within both their Lot 1 and Lot 2 Pricing Model. GreenSquareAccord will apply the quality elements of the Supplier's Tender responses for Lot 1 and Lot 2 to Lot 3 responses.

When Lot 3 is assessed, the quality elements Lot 1 and Lot 2 responses will be automatically carried over to Lot 3 with the discount/saving response then being factored into the final price score in accordance with the Award Criteria.

6. All Tenders will be scored (expressed in percentages) according to the following criteria:

Criteria	Weighting
General Quality Questions	35%
Quality and Technical Merit – Lot specific Questions	35%
Price	30%
Total	100%

#### The assessment.

- 7. The process consists of the following steps:
  - (a) identify which Suppliers expressing an interest have not breached the exclusion grounds and meet GreenSquareAccord's Conditions of Participation. Questions in Part 1 of the Evaluation Questionnaire enable GreenSquareAccord to do this. Only the Suppliers who meet the Conditions of Participation will be eligible to be considered for the award of the Contract(s). GreenSquareAccord may decide to

- assess the Tenders before verifying that the Tenders meet the Conditions of Participation.
- (b) identify the Supplier(s) to be awarded the Contract for each Lot from amongst those who have not breached the exclusion grounds and who have met the Conditions of Participation:
  - the quality and technical merit of each Tender will be assessed in accordance with the responses to questions in Part 2 of the Evaluation Questionnaire for each Lot;
  - (ii) the pricing for each Tender will be assessed in accordance with the response to Part 3 of the Evaluation Questionnaire. After excluding any abnormally low tenders, a percentage score will be allocated to that Tender using the average tender price for each Lot;
  - (iii) the total price and quality scores for each Tender will then be added together and GreenSquareAccord will proceed with awarding the Contract for each Lot to the highest scoring tender who meets the Conditions of Participation.

## **Conditions of Participation**

- 8. The questions in the Evaluation Questionnaire enable GreenSquareAccord to identify which Suppliers meet GreenSquareAccord's Conditions of Participation.
- 9. Each question requires a response which is either:
  - (a) for information only (in which case it is not scored);
  - (b) a prequalification question (in which case it is pass/fail).
- 10. Although "information only" questions are not scored, legally they are representations made by the Supplier in the Procurement process. A Supplier can be excluded from the Procurement process at any stage if any of those representations are found to be untrue.
- 11. The assessment panel will assess whether or not a Supplier has met GreenSquareAccord's minimum standards. GreenSquareAccord may take professional advice on this. GreenSquareAccord's decisions whether or not a Supplier has met its minimum prequalification standards and as to the scores allocated for the purposes of the award process are to be final. GreenSquareAccord will give feedback on this to Suppliers in accordance with the PA 2023.
- 12. The Conditions of Participation GreenSquareAccord requires of Suppliers for them to be eligible to be awarded the Contract are:

## Part 1 and Part 2 – Exclusion grounds

- 13. You will be excluded from this Procurement if you, any member of your administrative, management or supervisory body or any person having powers of representation, decision or control in your organisation, a Group company on whose resources you rely or a member of your consortium or any key subcontractor has been convicted of any of the offences listed in the question or on the webpage unless the associated supplier has provided evidence of self-cleaning that GreenSquareAccord consider to be sufficient under section 58 of the PA 2023.
- 14. For guidance, entities and persons who have powers of representation, decision or control in the supplier could be:
  - (a) entities or persons with a 25% or more shareholding;
  - (b) entities or persons with less than 25% shareholding who have the relevant powers depending on their particular rights;
  - (c) a I Supplier's ultimate parent company;
  - (d) intermediate parent companies of the Supplier that do not have a direct shareholding;
  - (e) directors or members of an executive board of their immediate parent company (for example, in the case of a Special Purpose Vehicle set up specifically to bid for a particular contract);
  - (f) holders of mortgages or liens.

# Grounds for mandatory and discretionary exclusion relating to payment of taxes and social security contributions

15. If you have not met all your obligations in respect of the payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If you are in that position, please provide details. You may contact GreenSquareAccord for advice before completing this form.

## **Grounds for discretionary exclusion**

- 16. GreenSquareAccord may exclude you if you or associated suppliers answers to any of questions in respect of the grounds for discretionary exclusion unless either:
  - (a) we consider (in our absolute discretion) that exclusion is not proportionate in the light of the situation justifying the potential exclusion; or

- (b) the Supplier or associated supplier have provided evidence of self-cleaning which we consider to be sufficient under Section 58 of the PA 2023
- 17. GreenSquareAccord may exclude you where there is a conflict of interest which cannot effectively be remedied. The concept of a conflict of interest includes any situation where relevant staff members (including staff members of an associated supplier) have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the associated supplier to inform GreenSquareAccord, detailing the conflict and the steps they would be prepared to take (e.g. information barriers, exclusions of relevant personnel from the bid team, use of a different associated supplier etc). Provided that it has been carried out in a transparent manner, routine premarket engagement carried out by GreenSquareAccord should not represent a conflict of interest for the Supplier.
- 18. GreenSquareAccord may assess the past performance of a Supplier (through a Certificate of Performance provided by a customer or other means of evidence). GreenSquareAccord may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Evaluation Questionnaire. GreenSquareAccord may also assess whether specified minimum standards for reliability for such contracts are met.
- 19. In addition, GreenSquareAccord may re-assess Suppliers, including their reliability based on past performance, at key stages in the procurement process (i.e. Supplier selection, Tender assessment, contract award stage etc.). Suppliers may also be asked to update the evidence they provide to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).
- 20. Where the Supplier fails to provide evidence / information upon request to support or substantiate its submission or it contains significant omissions. GreenSquareAccord may ask any Supplier at any time during the procurement to submit all or part of the evidence if it is necessary to ensure the proper conduct of the procedure. Suppliers will be required to provide the evidence within the timescale stipulated by GreenSquareAccord in the request. As a minimum GreenSquareAccord will check the evidence of the top-ranking Supplier before award of the contract.

## 'SELF-CLEANING'

21. Any Supplier that declares grounds for exclusion should provide sufficient evidence, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of GreenSquareAccord in each case.

- 22. If such evidence is considered by GreenSquareAccord (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the Procurement process.
- 23. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;
  - (a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct:
  - (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
  - (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be assessed taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by GreenSquareAccord to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

## Part 3A - Financial capacity

That nothing is disclosed by any of the financial information required to be supplied by the organisation or discovered from GreenSquareAccord's other checks about the organisation that gives rise to concerns that the organisation may not complete the contract because of financial difficulties, including bank and credit references.

GreenSquareAccord have provided a Financial Assessment Tool at Appendix 11 to this ITT. Please can you complete this and upload with your tender submission, along with your organisation's financial statements. GreenSquareAccord will take the completed Financial Assessment Tool as a self-certification response provided in relation to the economic and financial criteria element in the first instance.

Guidance on how this will be assessed and how to complete the Financial Assessment Tool are included within the Guidance for Suppliers Section of the Financial Assessment Tool.

GreenSquareAccord will consider the information provided and the allocated scoring to your organisation and any risks associated with awarding the contract to yourselves and any mitigations that could be put in place to reduce risk. For example, this could include

a provision of a guarantee from any wider group company whose resources are used in order for you to meet the minimum financial selection standards.

#### Insurance

- 24. Minimum levels of insurance required of Suppliers are as follows:
  - (a) GreenSquareAccord shall maintain existing buildings insurance policy under its name only, which shall maintain cover of the buildings' structure. The Supplier shall take out an All-Risks policy in joint Names to cover the Services.
- 25. Employer's liability insurance with a limit of indemnity of at least £10 (ten) million pounds in relation to any one occurrence or series of occurrences arising out of any one event, the total number of events being unlimited.
- 26. Public liability insurance with a limit of indemnity of at least £10 (ten) million pounds in relation to any one occurrence or series of occurrences arising out of any one event, the total number of events being unlimited, with no policy exceptions which would render the policy non-compliant for the scope of the Contract.
- 27. Professional indemnity insurance with a limit of indemnity of at least £5 (five) million pounds in relation to each claim.
- 28. GreenSquareAccord will take the self-certification response provided in relation to the insurance and liability criteria element for pass / fail assessment purposes in the first instance. Upon request from GreenSquareAccord, the Supplier shall provide the evidence to substantiate this self-certification. Failure to provide upon request evidence that satisfactorily demonstrates the self-certification response will result in a fail.

## Part 3A - Health and Safety

Health and Safety

- 29. Self-certification that the Supplier can demonstrate that it has in place arrangements to manage health and safety effectively and control significant risks relevant to the contract.
  - CDM Duty holder roles
- 30. Self-certification that the Supplier can demonstrate that it can and will comply with CDM legislation as applicable to the CDM duty holder roles which apply to this contract (see below) (Questions 22).
  - Please note that the CDM duty holder roles which apply to this Contract are **Principal Contractor** and **Principal Designer**.

#### Part 3A -

## **Equality**

- 31. Evidence that it is the Supplier's policy to comply with equality and diversity legislation and either that there have been no findings of unlawful discrimination against the Supplier under equality and diversity legislation or that, where there have been, adequate steps have been taken to prevent a recurrence.
- 32. Evidence that the Supplier's supply chain is aware of and meets their positive equality duties in relation to the Equality Act 2010.

## **Corporate Social Responsibility**

- 33. Self-certification that your Organisation is compliant with the requirements of the Modern Slavery Act 2015, if applicable, or confirmation the Organisation is not required to comply.
- 34. Since 1 October 2015, commercial organisations that carry on a business or part of business in the UK, supply goods or [Services][Supplies] and have an annual turnover of £36 million or more ("relevant commercial organisations") have been required under Section 54 of the Act to prepare a slavery and human trafficking statement as defined by section 54 of the Act.
- 35. If the Supplier meets the definition of "relevant commercial organisation", a response of yes must be provided confirming compliance with the annual reporting requirements contained within Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 and the relevant URL providing a satisfactory statement. Failure to do this will result in the Supplier's Tender submission being marked as a fail.
- 36. Self-certification that the Supplier's staff, including labour agency staff, are paid at least the National Minimum Wage or National Living Wage (as applicable).

## Payment terms

37. Self-certification that the Supplier will include (as a minimum) 30 day payment terms in all its supply chain contracts and require that such terms are passed down through its supply chain.

## **Probity**

38. That none of your Supplier's Board members, directors, partners, or senior managers is a current or former (during the last 12 months) board member or employee of GreenSquareAccord.

39. That your organisation is not affiliated or associated with another organisation tendering for this work.

## Mandatory GreenSquareAccord policies

40. GreenSquareAccord requires that the Contractor adopts an approach that complies with the following GreenSquareAccord Policies and Standards.

Document reference	Policy name
Appendix 13	Modern Slavery & Human Trafficking
Appendix 14	Safeguarding Children & Adults

#### Photo ID

41. GreenSquareAccord requires that the Contractor provides photo ID and clothing for all workers for this contract that clearly identifies them as employees (or in the case of subcontractors as working for their organisation).

## Professional registration and accreditations

#### 42. Not used

A response of yes is required, confirming current registration and accreditation. Failure to do this will result in the Contractors Tender submission being marked as a fail.

## **Contract Terms and Conditions**

- 43. Self-certification that of your acceptance of the Contract terms and conditions which the successful Supplier will be required to sign in the event of being awarded a Contract.
- 44. GreenSquareAccord reserves the right to disqualify any Supplier if it finds out at any time during the procurement that the Supplier either did not meet or no longer meets the Conditions of Participation set out above.
- 45. The assessment of quality and technical merit of the Tenders will be based on the assessment of responses to questions in Part 4 of the Evaluation Questionnaire. The relevant content of the successful Supplier's quality and technical merit submission will form part of the Contract.
- 46. For scored questions a common marking system will be adopted for scoring the responses to these questions. The table below sets out the scoring system and identify which responses will score high marks.

Score	Assessment	Interpretation
0	Unacceptable	Either no answer is given, or the answer does not comply and/or provides no or insufficient evidence that the Supplier proposal in their tender meets any of GreenSquareAccord's requirements.
		The response does not demonstrate that the Supplier has the ability, understanding, experience, skills, resources, and quality measures required to provide the requirements.
		Scoring 0 for any question may result in your Tender being deemed non-compliant and may be rejected.
1.	Serious reservations	The answer provides some (but limited) evidence that the Supplier proposal in their Tender meets a small proportion of GreenSquareAccord's requirements but only in a minimal way.
		GreenSquareAccord has serious reservations that the Supplier has the ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.
		Scoring 1 for any question may result in your Tender being deemed non-compliant and may be rejected.
2.	Very poor	The answer provides some (but limited) evidence that the Supplier proposal in their tender meets some of GreenSquareAccord's requirements but only in a minimal way.
		GreenSquareAccord has some major reservations of the Supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.
		Scoring 2 for any question may result in your Tender being deemed non-compliant and may be rejected.
3.	Poor	The answer provides some evidence that the Supplier's proposal in their tender meets some of

Score	Assessment	Interpretation
		GreenSquareAccord's requirements but only to a minimal standard.
		GreenSquareAccord has reservations of the Supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.
4.	Reservations	The answer provides some evidence that the Supplier proposal in their tender meets some of GreenSquareAccord's requirements to a reasonable standard.
		GreenSquareAccord has reservations of the Supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.
5.	Minor reservations	The answer provides evidence that the Supplier proposal in their tender meets a majority of GreenSquareAccord's requirements to an acceptable standard.
		GreenSquareAccord has minor reservations of the Supplier's ability, understanding, experience, skills, resource, and quality measures required to provide the requirements.
6.	Satisfactory	The answer provides satisfactory evidence with some examples that the Supplier proposal in their tender meets GreenSquareAccord's requirements to a satisfactory standard.
7.	Reasonably good	The answer provides good evidence with some examples that the Supplier proposal in their tender meets GreenSquareAccord's requirements to a reasonably good standard.
8.	Good	The answer provides good evidence with some examples that the Supplier proposal in their tender re fully meets all GreenSquareAccord's requirements to a good standard and offers minor additional benefits.

Score	Assessment	Interpretation
9.	Very good	The answer provides excellent evidence that the Supplier proposal in their tender fully meets all GreenSquareAccord's requirements to a very good standard and offers some additional benefits.
10.	Excellent	The answer provides comprehensive, detailed and specific evidence, with good examples that demonstrate the Supplier proposal in their tender fully meets all GreenSquareAccord's requirements to an excellent standard and offers some major additional benefits.

- 47. Where the Assessment Panel considers that the response falls between the requirements for two whole mark scores, half marks may be awarded.
- 48. Where questions have a number of elements (a, b, c etc) those elements will not be marked separately. Instead, the answers to all these elements will be considered together and a mark allocated for the question as a whole. Questions should be answered accurately and as succinctly as possible, whilst covering all the specified topics. Some questions contain a word limit which will be applied automatically by the Tender Portal.
- 49. Where a Supplier scores either a 0, 1 or a 2 for any individual question detailed above, GreenSquareAccord reserves the right to exclude the Supplier from further consideration in the procurement process.
- 50. The responses to the quality questions in the completed Tender element of the Evaluation Questionnaire will be scored by an Assessment Panel established by GreenSquareAccord. This may involve members of staff, professional advisers and/or residents. Each member of the Assessment Panel will allocate a provisional score out of 10 to the responses from each Supplier to the part of the Tender Response they are marking. The provisional scores for each question from each member of the Assessment Panel will be moderated to agree a single score to the nearest half-mark (and set of reasons for that score) with all members of the Assessment Panel.
- 51. The moderated scores out of 10 for each question will be divided by 10 and then multiplied by the percentage weighting allocated to that question, so that they are expressed as a percentage of the 100% available.

52. Example: If the Assessment Panel agrees a score for a question of 8 out of 10, and the weighting for that question is 5%, then the weighted =  $(8 \div 10) \times 5\% = 4\%$  out of 100%.

#### Verification of Tender submission and Interview

- 53. As part of the assessment process to clarify and verify responses to the Tender submission. GreenSquareAccord reserves the right without limitation to:
  - (a) Seek references.
  - (b) Undertake site visits
  - (c) Request samples of materials proposed to be used.
- 54. If, in validating the responses given in the Tender submission, it is clearly apparent that the Supplier cannot / does not meet the Specification and / or other Contract requirements, GreenSquareAccord reserves the right to reject the relevant Supplier's Tender submission and not consider it any further in the Procurement process.
- 55. The table below sets out:
  - (a) the quality criteria GreenSquareAccord will use to assess Tenders and award the Contract (which will be assessed from the Supplier's responses to the Tender;
  - (b) the section and questions in the Evaluation Questionnaire to which those criteria relate;
  - (c) the weightings applied to the each of those Award Criteria, and,
  - (d) GreenSquareAccord's requirements in terms of what will score high marks in relation to those criteria.
- 56. The percentage weightings allotted to individual questions within each section are shown against each question and within the electronic Evaluation Questionnaire.

## General Questions applicable to all lots (40%):

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
Q1	Method Statement and Implementation Plan	15%	The response should demonstrate:
	Please provide your detailed proposals for your		a. That your organisation

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
	onboarding of GSA as a customer and the mobilisation of the contract.  If the tenderer wishes to provide a programme in the form of a Gantt chart or excel document, then this may be uploaded as an attachment.  (Maximum word count: 1000 words)		has the methodology to ensure efficient mobilisation and onboarding.  b. Demonstrate that risks have been identified, and details of how the risks will be managed sufficiently.  c. Demonstrate that the phases of the implementation, the key milestones and the delivery timelines are accurate and deliverable and meet the requirements of GSA.  d. A project plan is attached to provide a visual representation and demonstration of point c. If the tenderer wishes to provide a programme in the form of a Gantt chart or excel document, then this may be uploaded as an attachment.
Q2	Delivery of the services  Please outline how your organisation will deliver the services outlined in the specification?	20%	The response should demonstrate:  A. That the supplier will provide an online platform for HR and

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
			managers to request appointments, see availability and review history etc.  B. How GSA employees with needs for a physical assessment will be met and assessed.  C. How and what resources will be allocated to GSA.  D. Any suitable qualifications that person(s) carrying out the assessments will own.
Q3	Please complete the Social Value Matrix attached with your social value offer.  Please explain your delivery approach for each offer you make in column I of the Matrix.  Instructions on completion are included in the Social Value Matrix.	5%	GreenSquareAccord is looking for the Contractor to provide a social value offer linked to the subject matter of the contract that using the list in the social value matrix.  GreenSquareAccord is looking for a realistic and achievable offer, guided by aspiration and a well-considered delivery approach for each offer. The delivery approach for each chosen category should include examples of how you have successfully delivered social value commitments.

# **Lot 1 Specific Questions**

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
Lot 1.1	Occupational Health Report example  Please upload an example of a completed Occupational Health Report and their request form that GSA can expect to receive requesting an appointment or following an appointment, including recommendations and details of any reasonable adjustments.	20%	Bidders should upload an example of a completed OH report using a "dummy" case to show what GSA will receive following an appointment. Along with any commentary.
Lot 1.2	Please confirm your response times following a request for an appointment, which is broken down into three stages:  Initial response to request  Within 24 hours - 10  Within 48 hours - 8  Within 72 hours - 4  Appointment date (from initial contact)  Within 5 working Days - 10  Within 7 working Days - 8  Within 10 working Days - 4	10%	Bidders should select their response times they will provide to GSA following a request for an appointment.  The final score will be based on the mean average score across all response times

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
	Return of completed report (from appointment date).		
	Within 24 hours – 10 Within 48 hours – 8 Within 72 hours - 4		
	Within 4 days – score 10 Within 7 days – Score 8 Within 10 days – Score 4		
	Later than 10 days – Score 0		
Total Quality - Lot 1		30%	

## **Lot 2 Specific Questions**

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
Lot 2.1	Health Surveillance Report example  Please upload an example of a completed Health Surveillance Report that GSA can expect to receive following an appointment, including recommendations and reasonable adjustments.	20%	Bidders should upload an example of a completed Health Surveillance report using a "dummy" case to show what GSA will receive following an appointment. Along with any commentary
Lot2.2	Response times  Please confirm your response times following a request for an appointment.	10%	Bidders should select their response times they will provide to GSA following a request for an appointment.

Area of quality and technical merit	Question	Weighting	GreenSquareAccord requirements / sub-criteria
	Within 4 days – score 10 Within 7 days – Score 8 Within 10 days – Score 4 Later than 10 days – Score 0		
Total Quality - Lot 2		30%	

## **Scoring for Social Value**

- 1. The Social Value Matrix contains a list of social value categories divided into four sections and chosen for their alignment to the needs in our communities. From that list, you will need to select which of the social value categories will form your annual offer and specify the number of units against each. There is no stipulation for the number of categories or units that you must commit to, because we expect all Contractors to be guided by aspiration and an understanding of the benefits their social value can generate. The size of the contract should also be considered to ensure your offer is realistic and achievable.
- 2. Before making your offer, please read the Categories descriptions to ensure you are able to deliver each item. You will need to explain your delivery approach for each offer you make (Column I of the Social Value Matrix). This will help us to understand how you intend to successfully deliver your offer and can include examples of how you have previously successfully delivered social value commitments. If the delivery approach (Column I) for a specific commitment is not completed or is judged to be unrealistic or unachievable, points may not be awarded for this row in your Social Value Matrix (and will be deducted from your overall points score).
- 3. Should you be awarded a GreenSquareAccord contract, you will be expected to deliver the annual offer you made during tender, each year, for the duration of the contract. The exceptions are commitments SV3 SV5 (new employment and apprenticeships outcomes) which are for the duration of the contract as opposed to annual offers.
- 4. Each social value category unit in the Social Value Matrix has a corresponding points value. The points values are informed by national datasets including the HACT Social Value Bank and the National TOMs framework. After you have made your selections, your total points tally will appear towards the bottom of the Social Value Matrix. A

multiplier has been assigned to some sections of the Social Value Matrix to steer partners towards making a balanced offer, that both benefits GSA communities and creates wider social value.

The contractor submission with the highest points total will be awarded the highest score for this question. All other Contractor submissions will receive a score, proportionate to their total points compared to the total points of the highest scoring Contractor for this question.

## **Price Scoring for Tenders**

- 57. The score for price for each Tender will be based on the percentage variance of the total tender price from the average Tender Price of all Tenders submitted using the table below. A table showing some examples of the scoring is shown below.
- 58. The average price will be calculated using all tender prices other than any Tender Prices that have been excluded as "abnormally low".

Percentage variance versus average total tender price	Price score (%)	Price score (%)
More than 40% below the average total tender price	40.0%	40.0%
36% below the average total tender price	38.0%	38.0%
32% below the average total tender price	36.0%	36.0%
28% below the average total tender price	34.0%	34.0%
24% below the average total tender price	32.0%	32.0%
20% below the average total tender price	30.0%	30.0%
16% below the average total tender price	28.0%	28.0%
12% below the average total tender price	26.0%	26.0%
8% below the average total tender price	24.0%	24.0%
4% below the average total tender price	22.0%	22.0%
0% variance from the average total tender price	20.0%	20.0%
4% above the average total tender price	18.0%	18.0%

Percentage variance versus average total tender price	Price score (%)	Price score (%)
8% above the average total tender price	16.0%	16.0%
12% above the average total tender price	14.0%	14.0%
16% above the average total tender price	12.0%	12.0%
20% above the average total tender price	10.0%	10.0%
24% above the average total tender price	8.0%	8.0%
28% above the average total tender price	6.0%	6.0%
32% above the average total tender price	4.0%	4.0%
36% above the average total tender price	2.0%	2.0%
40% above the average total tender price	0.0%	0.0%