

Leicester City Council



Invitation to Tender (ITT)

SUPPLY OF PORPHYRY PAVING

PAN2035

12th August 2019 to 11th August 2021
extendable until 11th August 2023

Tenders must be uploaded no later than
12 noon on Wednesday 17th July 2019

1. Introduction
2. Instructions
3. Terms and Conditions
4. Specification
5. Tender Response

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1 INTRODUCTION

1.1 Introduction

Leicester City Council (The Authority) invites Tenders to establish a framework agreement for the provision of porphyry paving flags. The initial requirement which is the first call-off is for porphyry paving flags of purple mix to be laid at the Clock Tower East Gates, Leicester, LE1 3YA. The First call off will be awarded to the top scoring Supplier.

The proposed framework will be for two years with an option to extend for a period or periods totalling no more than a further two years. We anticipate awarding places on the Framework Agreement to the top four scoring Suppliers. The first call-off will automatically be awarded to the top scoring supplier.

This exercise will be used to award the initial requirement to the Most Economically Advantageous bidder. Any future provisions will be subject to a further competition.

The Authority wishes to ensure that its procurement opportunities are open to small and micro local enterprises and voluntary and community sector organisations as it appreciates the very important role they play in the local economy. Tenders from these organisations are particularly welcomed.

This ITT (including appendices and other documentation) issued to Suppliers sets out details of the Authority's requirements and how to submit your Tender. Please ensure you read it carefully, however should you need any further information please see section below on how to raise questions during the Tender Period.

1.2 Project Background

Porphyry paving materials have been widely used within Leicester City Centre. These can be found in areas such as Jubilee Square, Townscape Heritage area and the Market Place. The Authority uses porphyry as it is a natural stone product that is both durable and aesthetically pleasing.

As part of the City Mayor's regeneration of the city centre and the connecting Leicester vision to improve the City the Authority is wanting to replace the current granite paving at the Clock Tower with purple mix porphyry paving flags.

1.3 Overview of Requirement

The Authority is setting up a Framework Agreement for the supply of porphyry. The aim of the Framework Agreement is to achieve efficiencies and savings by means of co-ordinating commissions, standardising elements and driving down cost whilst maintaining quality.

The proposed Framework Agreement will be for two years with an option to extend for a period or periods totalling no more than two years.

The initial supply requirement, which the first call-off is for porphyry purple mix paving flags to cover an area 4750m² at the Clock Tower.

Please refer to section 3 for full details of the Specification.

1.4 Key Contractual Considerations

The successful Supplier for the first call-off shall be paid in accordance with the stage payments shown in the table below payment will be made 30 days after receipt of each of the nine invoices (quantities are assumed on use of pallets sized 5.6m²).

The dates detailed are indicative and may be subject to change at the discretion of the Authority.

Note: The table below only relate to the first order.

Project Milestones	Percentage of Payment
Deliveries 1 – 6 (Receipt of invoice 1)	100%
Deliveries 7 – 9 (Receipt of invoice 2)	100%
Deliveries 10 – 12 (Receipt of invoice 3)	100%
Deliveries 13 – 15 (Receipt of invoice 4)	100%
Deliveries 16 – 18 (Receipt of invoice 5)	100%
Deliveries 19 – 21 (Receipt of invoice 6)	100%
Deliveries 22 – 24 (Receipt of invoice 7)	100%
Deliveries 25 – 27 (Receipt of invoice 8)	100%
Deliveries 28 – 30 (Receipt of invoice 9)	100%

1.5 Living Wage

Leicester City Council is a Living Wage (LW) Employer, accredited by the Living Wage Foundation (LWF). As part of our commitment to the payment of the LWF's LW rate, the Contract includes a Living Wage clause. Please refer to the Conditions of Contract (section 4).

This LWF LW rate is calculated according to the cost of living in the UK and reviewed annually. As an accredited employer we pay our direct employees the current Living Wage rate of £9.00 per hour. For further information, please see the [Living Wage Foundation](#) website.

Please note: The LWF LW is different to the National Living Wage (NLW) which is the new compulsory government hourly rate (currently £8.21) for all staff aged 25 and over.

Employers can benefit from paying the LWF LW in numerous ways, such as seeing improved productivity, greater staff retention, lower training costs as well as reputational benefits.

In line with its policy, the Authority is committed to incorporating the LWF Living Wage as part of its core values and requires the LWF LW rate to be paid to staff working on the Contract, where applicable. (Please see criteria below).

Criteria for the LWF Living Wage:

Staff (other than apprentices or interns) are eligible to receive the Living Wage if they:

- Are aged 18 or over;
- Are either contracted or sub-contracted by you; and,
- Provide a service to or on behalf of the Authority involving two or more hours of work in any given day in a week, for eight or more consecutive weeks in a year on:
 - The Authority's premises; and/or;
 - Property owned or occupied by the Authority (including where the Authority is a tenant and is provided building-related services through a Lease); and/or
 - Land which the Authority is responsible for maintaining or on which it is required to work.

All qualifying staff must be paid at least the current LWF Living Wage rate of £8.75 per hour and this must also be updated annually in line with any increase in the Living Wage rate, as calculated by the Living Wage Foundation.

Although the payment of the LWF Living Wage is not part of the selection criteria, it will be considered as a condition of contract, as per the Authority's Living Wage commitment.

1.6 Social Value

Like other big cities, Leicester faces challenges to deliver economic growth and new jobs, improve its environment and support people in its communities to be better educated, healthier and happier. Leicester City Council cannot do it alone and we know we are by no means the only organisation that cares about the city. We know that caring about our city, our citizens and our communities is not just the preserve of the public sector but of every person who lives here and of every business which trades in the city.

We do business with and procure from a great many organisations; from large infrastructure works to care contracts, from multinationals to local charities. The range of the Authority's responsibilities is vast and the range of what we buy and who we buy from reflects this. We spend more than £300 million annually on goods and services, using over 4,000 different Suppliers.

Social Value within procurement is the additional benefit generated by a contract, beyond its primary purpose to address these challenges. We have adopted a [Social Value Charter](#) which sets out our strategy. We have also developed a guide for Suppliers and contractors, “Delivering Social Value in Leicester”, included with these procurement documents. The guide set out how we want you to use your finances, skills, assets and time to help us in our seven key challenge areas:

- employment (working conditions);
- local economy;
- children and young people;
- adults;
- health;
- communities;
- the city environment.

The guide provides practical advice on delivering Social Value and contains details of our nominated delivery partners who are able to match you to recipients for your Social Value offer and make the delivery of Social Value straightforward. The social benefits that are unlocked through these mechanisms will contribute towards making Leicester a better place to live, work and further develop community confidence and pride.

We have carefully considered what Social Value may be reasonable for us to require/expect of you as part of this contract and included these in the Specification and Quality Questions.

We ask you to be creative and innovative in your consideration of Social Value and to work with us to help the City over and above the core delivery of the contract requirements. Social Value is important to us and it could be a significant factor in this procurement process. We welcome your response.

1.7 Procurement Timetable

The table below sets out the indicative timetable for this procurement process. It may be subject to change in which case the Authority will, if appropriate, endeavour to notify Suppliers.

Activity	Date
Contract opportunity advertised and ITT published	17 June 2019
Deadline for clarification questions	01 July 2019
Final clarifications posted to Suppliers	02 July 2019
Tender Return Date (12 noon)	17 July 2019
Tender evaluation complete	23 July 2019
Award decision approved and communicated to Suppliers	25 July 2019
End of Standstill Period and award decision confirmed	05 August 2019

Service commencement	w/c12 August 2019
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Note: 01 October 2019 is the commencement date for the first call-off.

2 INSTRUCTIONS TO SUPPLIERS

2.1 Definitions

Throughout the ITT the following definitions will apply:

- “Authority”, “we”, “us”, and “our” mean Leicester City Council.
- “Contract” means the binding legal agreement(s) for the Goods/Services created following the award process set out in section 2.11 on the basis of the ITT and the Supplier’s Tender.
- “Goods/Services” means the goods/services to be undertaken/provided/supplied as described in the Specification.
- “ITT” means this Invitation to Tender document and all associated Appendices and other documents issued to Suppliers, normally via upload to the EastMids Tenders portal, before the Tender Return Date.
- “Specification” means the detailed requirement for “Goods/Services set out in section 3 of the ITT.
- “Supplier”, “you”, and “your” mean the body completing these questions and submitting a tender i.e. the legal entity responsible for the information provided and is intended to cover any economic operator as defined by the [Public Contracts Regulations 2015](#) and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- “Tender” means the response to the ITT, including all associated documents uploaded to EastMids Tenders portal by the Supplier in advance of the Tender Return Date, as amended further to section 2.10.5.
- “Tender Period” means from the date of advertising or issue of the ITT (whichever is the earlier) to the Tender Return Date.
- “Tender Return Date” means the date indicated on the cover page (or as amended by the Authority and communicated to Suppliers via the EastMids Tenders portal) by which date Tenders must be uploaded.

In the ITT, unless explicitly stated otherwise:

- words in the singular include the plural and words in the plural include the singular;
- references to appendices refer to the appendices to the ITT;
- references to staff include all employees (including part-time staff, trainees, volunteers and apprentices) and those of sub-contractors.

2.2 Process

The procurement process is being undertaken as a one-stage Open Tender process. This means any Supplier may submit a Tender as set out in the ITT.

The successful Supplier’s Tender will form part of the Contract.

This procurement process will be carried out in accordance with the Authority's Contract Procedure Rules, part 4G of the Authority's [Constitution](#). Tenders shall be submitted in accordance with and subject to the terms of these instructions and as set out elsewhere in the ITT. Tenders not complying with any mandatory requirement (where the word "shall" or "must" is used) may be rejected.

2.3 Instructions

Please read all the sections of the ITT carefully to fully understand the requirements.

Please do not make any changes or deletions to the ITT. Only complete the boxes asking for your responses. Any changes or deletions made to the ITT will be disregarded and will not form part of the Contract.

Please complete section 5 accurately, concisely and in the format provided. Please supply all the required supplementary information, clearly labelled and cross-referenced to the relevant question. Please ensure that all questions are completed in full, and in the format requested. Failure to respond to any question will result in your submission being disqualified. If the question does not apply to you, please state clearly 'N/A' and explain why you consider it does not apply. Please upload all documents that comprise your Tender separately and do not embed documents in your submission.

Any stated word limits are provided as guidance only as an indication of the length of response the Authority expects to provide a good quality but concise answer. Should you need to provide additional appendices in response to the questions, these should be numbered and cross-referenced specifically and clearly. A template for providing additional information is provided at Appendix 1. Do not return generic documents without clearly cross-referencing to specific sections of them in response to the particular questions in the ITT. Any such documents will be disregarded.

Tenders (including supporting documents) must be completed in English.

2.4 Bidding Model (Consortia and Sub-contracting)

The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration. All sub-contractors are required to complete Part 1 and Part 2.

For answers to Part 3 - If you are tendering on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the

questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

Where a Supplier relies on the capacities of other entities in establishing that it meets the Authority's minimum requirements of economic and financial standing, the Authority may require the Supplier and those other entities to be jointly liable for the execution of the Contract.

2.5 Procurement eTendering Portal

The Authority is using the [EastMidsTenders](#) portal to conduct this exercise. The use of this system allows a full audit trail of communication with Suppliers to ensure fair treatment. It also maintains full confidentiality of Tenders until the Tender Return Date.

If you require assistance in using the [EastMidsTenders](#) portal please read the [reference guides](#) available on the portal. If after reading these [reference guides](#) you are still unable to resolve your issue and require support please contact EastMids Tenders Technical Support by email: procontractsuppliers@proactis.com; telephone: 0330 005 0352 (lines open from 8.30am - 5pm Monday to Friday, excluding English public holidays).

Please note the Technical Support Team will not be able to answer any contract opportunity specific enquiries.

If you experience any technical difficulties when uploading your Tender, please also notify the Procuring Officer in the following section. Please ensure this notification is made in good time (e.g. not the last few minutes) before the closing date/time.

2.6 Questions during the Tender Period

A clarification question and answer process will operate during the Tender Period as explained below. The objective of the clarification process is to give Suppliers the opportunity to submit questions to the Authority where they require clarification on the information contained in the ITT, or where the Supplier believes the Specification and/or terms of the Contract render the Supplier's intended Tender unworkable. You should submit any clarification questions via the [EastMidsTenders](#) portal by the deadline indicated in the procurement timetable.

In order to treat Suppliers fairly, the Authority will provide an anonymised copy of any appropriate/relevant clarification questions received and the answers to those questions, to all Suppliers via the [EastMidsTenders](#) portal.

If for any reason, it is not possible to raise a question or view previous answers via the [EastMidsTenders](#) portal. Suppliers should contact the Procuring Officer for support.

Name:	Siobhan Hole
Tel:	0116 454 2048
Email:	siobhan.hole@leicester.gov.uk

Any responses to questions not raised via the [EastMidsTenders](#) portal will be formally answered via the portal and Suppliers must not rely on any other communication from the Authority. The Authority will not respond to any clarification questions received by any other method, to any other e-mail address or in any other format.

Should Suppliers wish to provide any innovative solutions which are beneficial but beyond what has been specified they should raise this during the clarification period using the clarification question and answer process described above. Should Suppliers have any concerns about the Conditions of Contract proposed they should raise this during the clarification period using the clarification question and answer process described above.

2.7 Samples

Samples must be submitted via recorded delivery and be as per BS EN 1341:2012 regulation for approval by the Authority. Samples must be received before the tender deadline of 4th July 2019 and be sent to the following address:

FAO Nigel Goshawk
Highways Department
Leicester City Council
90 Leycroft Road
Leicester
LE41BZ

Non-receipt of a sample prior to the Tender Return Date will result in rejection of the Tender.

2.8 Tender Return

Your Tender must be returned via the [EastMidsTenders](#) portal only. Please do not submit hard copies of your Tender. You must have fully uploaded and submitted your Tender by 12 noon on the Tender Return Date as stated on the cover page.

Please ensure that you allow yourself plenty of time when uploading your Tender as this may take some time. You are advised not to leave the submission to the last few minutes.

2.9 Tender Evaluation

Any Tender that is accepted will be awarded on the basis of the Most Economically Advantageous Tender. Evaluation will use a 30% quality: 70% price weighting.

The evaluation will comprise three stages:

- Stage 1: Evaluation of the Selection Questionnaire;
- Stage 2: Evaluation of the Quality Section;
- Stage 3: Evaluation of Price.

As described below, these stages will normally be considered sequentially (even though they may in practice be, at least in part, conducted at the same time). However when there is a clear fail evident in a later stage, the Authority reserves the right not to complete the evaluation of earlier stages for that Tender where it is clear the outcome of the process will not be affected.

2.9.1 Stage 1: Evaluation of Selection Questionnaire

a) Potential Supplier Information and Exclusion Grounds: Parts 1 and 2.

The standard Selection Questionnaire (SQ) is a self-declaration, made by you, that you 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).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration). A fail from any organisation required to submit Part 1 and Part 2 will lead to a fail for the whole group submission.

b) Selection Questions: Part 3

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

c) Evaluation

The table below sets out how each question will be evaluated.

Question Number	Scoring Criteria	How scored
1.	ORGANISATION DETAILS	
1.1	Potential Supplier Information provided	Not scored
1.2	Bidding Model provided	Not scored
1.3	Contact Details provided	Not scored

Question Number	Scoring Criteria	How scored
2.	GROUNDS FOR MANDATORY EXCLUSION	
2.1	All 'No' = Pass, Any 'Yes' = Potential Fail*	Pass/Fail
2.2	Please see below	Not scored
2.3	'No' = Pass, 'Yes' = Potential Fail*	Pass/Fail
3.	GROUNDS FOR DISCRETIONARY EXCLUSION	
3.1	All 'No' = Pass, Any 'Yes' = Potential Fail*	Pass/Fail
3.2	Please see below	Not scored
4.	ECONOMIC AND FINANCIAL STANDING	
4.1	Answered Please see section 2.10.2 below	Pass/Fail
4.2	'Yes' = Pass, 'No' = Potential Fail* Please see section 2.10.2 below	Pass/Fail
5.	PARENT COMPANY	
5.1-5.3	The Authority may use the responses to these questions and information referred to in consideration of the Supplier's economic and financial standing as per section 2.10.2 below.	Not scored
6.	RELEVANT EXPERIENCE AND CONTRACT EXAMPLES	
6.1 & 6.3	The Authority will use the information from these questions including any references received to verify that the Supplier has a proven track record of successfully delivering services similar to those in this contract.	Pass/Fail
6.2	Compliance with Prompt Payment Code and monitoring/passing down of requirements included elsewhere in the Selection Questionnaire demonstrated.	Pass/Fail
7.	MODERN SLAVERY ACT 2015	
7.1	Answered	Not Scored
7.2	'Yes' = Pass, 'No' = Potential Fail*	Pass/Fail
8.	INSURANCE	
8.1	'Yes' = Pass, 'No' = Potential Fail*	Pass/Fail
9.	HEALTH & SAFETY	
9.1	'Yes' = Pass, 'No' = Potential Fail*	Pass/Fail
9.2	'No' = Pass, 'Yes' = Potential Fail*	Pass/Fail
9.3	'Yes' = Pass, 'No' = Potential Fail*	Pass/Fail
10.	BUSINESS CONTINUITY	
10.1	'Yes' = Pass, 'No' = Potential Fail*	Pass/Fail

Question Number	Scoring Criteria	How scored
11.	QUALITY ASSURANCE	
11.1	'Yes' = Pass, 'No' = Potential Fail*	Pass/Fail

The answers which lead to a 'Potential Fail' have been coloured in red in the Selection Questionnaire. If you select a red answer you must provide additional information. The additional information should include a summary of the circumstances and any remedial action that has taken. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

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

The Authority will consider this, including where necessary seeking further clarification from the Supplier, and may pass any supplier where it feels the response satisfies any concerns raised by the "Potential Fail" response as to the Supplier's suitability and ability to deliver the Services as required by the Contract taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

The Authority will normally request reasonable written evidence from the highest scoring Supplier(s) to verify some or all of the responses to the Selection Questionnaire prior to contract award but reserves the right not to do so. Please only provide the information upon request. Failure to provide satisfactory information when requested may lead to the submission being rejected.

d) Changes to SQ Response after the Tender Return Date

If changes subsequently occur in relation to the statements set out in the response to the Selection Questionnaire, the Supplier must promptly notify the Authority of them using the [EastMidsTenders](#) portal. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the exclusion grounds that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.]

2.9.2 Financial Assessment

In response to question 4.1, if there is no requirement for your organisation to have your accounts audited, you may supply unaudited accounts if audited accounts are not available along with the explanation as to why your accounts are not required to be audited.

The Authority sets out below its requirements for Suppliers in terms of financial and economic standing:

The table at the end of this section sets out the requirements that should be met and confirmed in response to question 4.2 of the SQ. For any statement not true, you must use the template at Appendix 1 to provide an explanation of the circumstance and/or any mitigating action and/or additional guarantees offered to provide the Authority with assurance of your ability to deliver the Contract (linked with response to question 5.1 to 5.3 where applicable).

The Authority intends to run (where available) a Limited Company Creditsafe report and consider the score and risk level to assess the Supplier's economic and financial standing. Where the Limited Company Creditsafe report gives the Supplier a score of 50 or less (moderate, high or very high risk of failing in the next 12 months) or any one or more of the criteria in the table below are not met, the Authority reserves the right to seek further information, such as that in question 4.1, on the economic and financial standing of the Supplier to ensure you have the resources and stability to deliver the Contract over its duration. A Supplier will not be failed or rejected without first being given the opportunity to do this and explain any concerns. Where a Limited Company Creditsafe report is not available, the Authority will assess the economic and financial standing of the Supplier based on the information in question 4.1 and any further information the Supplier is able to provide (if necessary) or that is publicly available (e.g. other forms of Creditsafe report).

As part of its overall assessment of a company's financial standing, the Council will use an external organisation (Creditsafe) to provide a risk score. The Creditsafe risk score predicts the likelihood of a company failing within the next 12 months. The model which produces the risk score was developed by looking at companies that failed over the last 12 months and assessed the commonalities within these failures. Each one of the 1 to 100 ratings directly correlates to a relational level of risk.

The main areas which Creditsafe assess in determining the risk score are outlined below:

- Financial data: liquidity and leverage ratios, trends in other key financial figures including levels of cash held compared to short term bank borrowings, adequacy of a company's net worth to all its liabilities;
- Payment performance: describing the late (or not) payment behaviour of a company;
- Industry analysis: looking at the industry the business trades in as certain industries have a greater risk of insolvencies than others;
- Directors: e.g. the difference in the number of directors today and in the past as well as any previous associated failures of a company's directors;
- County Court Judgments: CCJ's are a sign of bad debt and can be an indicator of companies struggling financially;
- Ultimate holding company (UHC) performance: for example, if the UHC is creditworthy or is insolvent.

When Creditsafe applies a risk score to a company it first identifies the size of the business based on the criteria set by Companies House. This is so that all companies will be rated on a module which is used for other companies of a similar size.

The Creditsafe risk scores are banded to allow risks to be described in an easily understandable way.

Creditsafe Score	Risk Band
71-100	Very Low Risk
51-70	Low Risk
30-50	Moderate Risk
21-29	High Risk
1-20	Very High Risk

For more information, please follow this link: [CreditsafeUK Rating Limit Guide](#).

Requirements for Question 4.2	
a)	Your turnover for the latest accounts is more than £1,500,000
b)	Your latest accounts have not been qualified by the auditor or contain an “emphasis of matter” (if they are subject to audit).
c)	The year-end date of your latest accounts is less than 20 months before the date of completion of this Questionnaire and your company accounts (if required to be submitted to Companies House) are not overdue.
d)	If you are part of a group of companies, none of the group companies is in, or has a realistic possibility of going into, a Voluntary Creditors’ Arrangement, Administration, a Creditors’ Voluntary Liquidation or Compulsory Liquidation in the next 12 months.
e)	You have not been refused credit by a supplier or a loan/overdraft facility by a bank or finance company in the last six months.
f)	You have not been involved in, party to, or the beneficiary of, any major restructuring in the last 12 months.
g)	Your net worth for the latest accounts (i.e. total assets – excluding any intangible elements, less total liabilities) is positive.

2.9.3 Stage 2: Evaluation of Quality Section

Any Tender that has been rejected in Stage 1 might not be subject to this Stage 2 evaluation process.

The method statements will be scored using the marking scheme set out in the table below.

UNWEIGHTED SCORE	DESCRIPTION
0	poor or unsatisfactory response giving rise to serious concerns about meeting the specification
1	weak response suggesting there are shortcomings of a less serious nature in meeting the specification
2	adequate response suggesting that the specification is likely to be met, albeit only just, or with minor shortcomings that will not be critical to delivery of the service
3	good response giving confidence that the specification will be satisfactorily met in all relevant respects
4	very good response giving a high level of confidence that the specification will be fully met and exceeded, offering added value and further improved outcomes

Supplier's responses to questions will be evaluated by the Authority's evaluation panel and a score given for each, by averaging the scores of individual panel members.

Any Tender scoring 0 for any method statement will be considered to not meet the Authority's requirements and will be rejected regardless of how well they score against the other method statements.

A minimum overall quality score threshold of 50% of the maximum quality score has been set. Any Tender not meeting this minimum overall quality score will be rejected.

Question	Method Statement	Weighting
1	Delivery	10%
2	Offload	5%
3	Environmental Impact – Social Value	10%
4	Environmentally friendly packaging – Social Value	5%
5	Specification	Pass/Fail

At the end of the evaluation process, a weighted score for each method statement will be calculated by applying the formula below:

$$\frac{\text{Unweighted Score}}{\text{Maximum Unweighted Score (4)}} \times \text{Weighting (as per table above)}$$

Any Tender that has been rejected in Stage 1 or Stage 2 will not form part of Stage 3 below.

2.9.4 Stage 3: Evaluation of Pricing Schedule

The method for ascertaining the lowest contract price is defined as follows:

The Tender with the lowest genuine total contract price will receive the maximum price score 70%. Prices of the other Tenders will be scored based on the following formula:

$$\frac{\text{Lowest total contract price}}{\text{Tender's total contract price}} \times \text{Maximum Price Score\%}$$

This will be done for each separately weighted element of the price evaluation.

The Authority reserves the right to reject any Tenders that are abnormally low following due consideration including seeking an explanation from the Supplier.

2.9.5 Completeness of Tender and Clarification

It is the Supplier's responsibility to ensure that all information is included within their Tender. Evaluation will be based upon the Tender submitted in accordance with the instructions set out above. The Authority may only base its evaluation on information within the Tender.

The Authority may at its discretion request a Supplier to clarify any of the information within its Tender or provide information to remedy minor omissions (e.g. the odd missing attachment/cross-reference or small part of a question unanswered. The information provided by Suppliers at this stage will be considered by the evaluation panel when scoring/evaluating the Tender. Failure to respond to requests for clarification may lead to the Tender being rejected or scored unfavourably.

Clarification is not an opportunity to embellish Tenders. In practice, if there are significant omissions (e.g. one or more questions completely unanswered or several missing attachments) the Authority will disqualify the entire Tender. The evaluation panel may choose to not seek clarification if it is clear the response will not impact on the outcome of the evaluation process.

2.9.6 Total Scores

The total scores obtained by each Supplier for Stage 2 (quality) & Stage 3 (price) will be added to achieve the Supplier's overall final evaluation score.

After this process has been complete, the Tender with the highest total score will be deemed to represent the Most Economically Advantageous Tender and be recommended for framework agreement award. The top four scoring Suppliers will be awarded a place on the framework and the top scorer will be directly awarded the first call-off contract.

If two or more Tenders achieve exactly the same total score, the Tender with the highest price score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award.

2.10 Intention to Award

The Authority intends to observe a 10 calendar-day Standstill Period as set out in the Public Contracts Regulations 2015 and its Contract Procedure Rules, although the Authority reserves the right not to apply a Standstill Period where it is not obliged to do so.

If the Authority does apply a Standstill Period, it will notify in writing successful and unsuccessful Suppliers of the Authority's intention to award the Contract. This notification will trigger the start of the Standstill Period. Notification to unsuccessful Suppliers will include information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback they are welcome to contact the Procuring Officer.

After the Standstill Period, the Authority will again notify all unsuccessful Suppliers of the decision to confirm its intention to award the contract or, in the case of challenge or other reason the Authority sees fit, to take alternative action.

2.11 Award Process

When the Authority has made a final decision to award the Contract and after the expiry of any Standstill Period, the Authority will notify the successful Supplier(s) of the Authority's decision to award the Contract.

If not already done at the start of (or during) the Standstill Period, the Authority will also notify any unsuccessful Suppliers. This will include/The Authority will notify unsuccessful Suppliers including information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback they are welcome to contact the Procuring Officer.

The notification to the successful Supplier will include two copies of the formal contract documents, and request that the Supplier signs and returns these to the Authority. The Authority will then sign/seal the Contract Documents and send one copy back to the Supplier for their records. Where, for example, there is a delay in compiling the Contract Documents, the Authority may nevertheless write to the successful Supplier(s) to notify them of/confirm the award decision, and send the Contract Documents for signature at a later date. Failure by the Supplier to execute a formal Contract within a reasonable time limit (normally 14 days) specified by the Authority shall render the Contract voidable at the option of the Authority. The contract will only take effect when the Contract Documents have been signed by both parties (not on the issue of the letter to the Supplier). Until this point the Authority will not be liable for any cost incurred by the Supplier.

2.12 Conditions of Participation

All information supplied is intended to help you prepare your Tender and you must satisfy yourself of the accuracy of information and requirements. It is your responsibility to ensure that all information is included within your Tender. If a Supplier proposes to enter into a Contract with the Authority, it must rely on its own

enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority. Any liability is hereby expressly excluded and no costs or expenses incurred for preparing or producing of the Tender will be accepted by the Authority.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement. The Authority reserves the right to amend or adjust the procurement process or to terminate this procurement process at any stage, in which case it will notify all interested parties as soon as it is reasonably able to. The Authority reserves the right to subsequently re-invite tenders on the same or any alternative basis.

All Suppliers undertake to protect and keep confidential all data and information provided and undertake to protect the data and information from unauthorised access and unauthorised use.

Suppliers shall not discuss the Tender they intend to make other than with professional advisers or joint Suppliers/consortium members/sub-contractors who need to be consulted. Under no circumstances are competing Suppliers permitted to communicate or collaborate concerning their Tender. If the Authority discovers evidence of possible collusion or fraud in relation to any one or more separate Tenders/Suppliers, the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion/fraud by Suppliers, including automatic exclusion from the procurement process and/or reporting the matter to the Competition and Markets Authority.

Suppliers are not permitted to make any public announcement about this procurement without prior written approval of the Authority during the procurement process.

Tenders shall not be qualified or accompanied by statements that might be construed as rendering the Tender equivocal.

The information you provide in your response will be treated in confidence and in compliance with the Data Protection Act 2018. Your information will only be shared with those directly involved in the procurement and evaluation process. The Supplier shall not transfer the Personal Data outside the European Economic Area without the Authority's consent and unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of Personal Data is in place.

When providing details of contracts in answering question 6.1 of the Selection Questionnaire (Relevant Experience and Contract Examples), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Authority reserves the right to contact the named customer contacts in question 6.1 regarding the contracts included in question 6.1. The Authority confirms that it will keep confidential and will not disclose to any third parties (except those contracted to the Authority to support this procurement process) any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure.

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

2.13 Freedom of Information

The Authority is committed to being open and transparent and meeting its legal responsibilities under the Freedom of Information Act 2000 and Environmental Information Regulations. All information submitted to the Authority may need to be disclosed in response to a request under the Act. The Authority may also decide to include certain information in the publication scheme which the Authority maintains under the Act.

If you consider that any of the information included in your Tender is commercially sensitive, you should identify this, explain any harm that may result from disclosure, and the time period applicable to that sensitivity. Suppliers should be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it under the Act if a request is received. Any such disclosure would be in line with the Freedom of Information Act and applicable exemptions.

3 SPECIFICATION

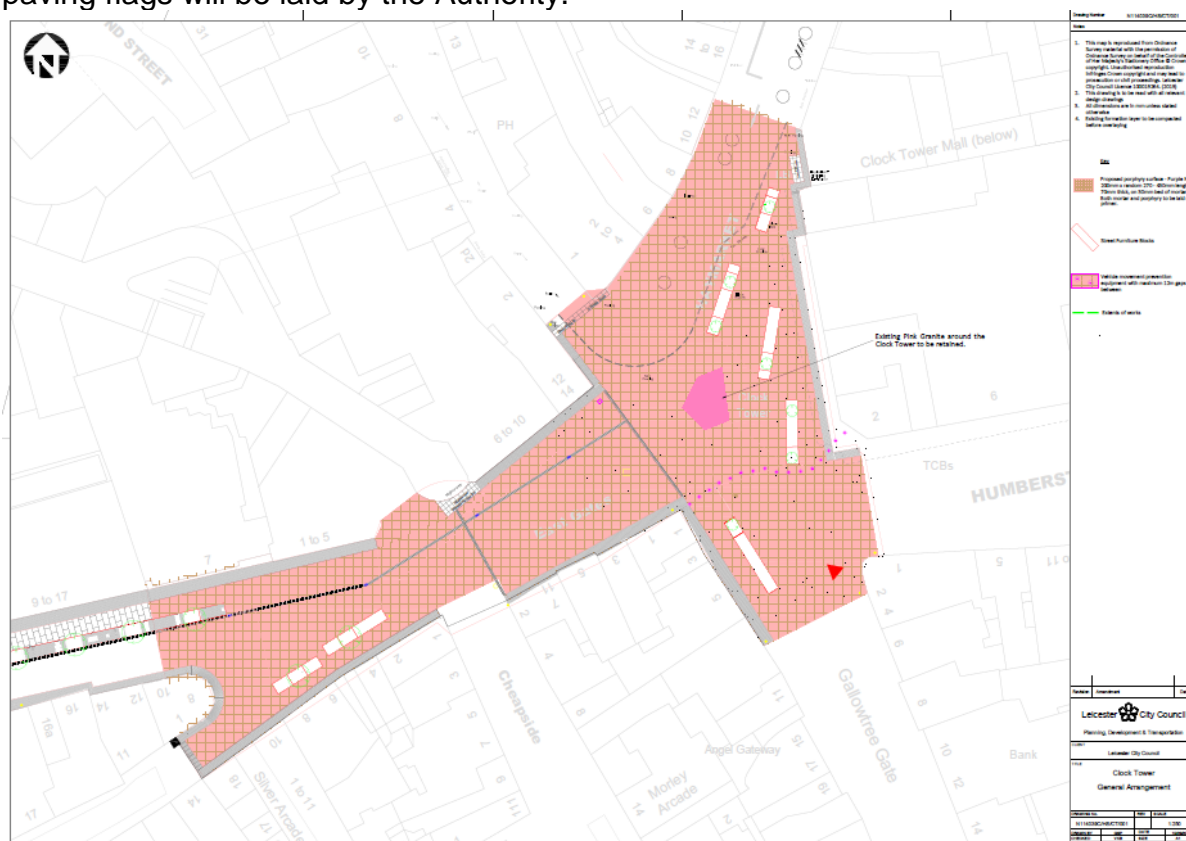
This below specification is being used to establish the framework.

The specification below also details the first call-off is which will be awarded to the most economically advantageous supplier.

The top four scoring suppliers will be awarded a place on the framework who will all be invited to participate in future further competitions.

There initial requirement is for porphyry paving flags of purple mix to be laid at the Clock Tower East Gates, Leicester, LE1 3YA.

The peach-coloured area in the below image shows where the purple mix porphyry paving flags will be laid by the Authority.



3.1 Paving Flags

Purple mix paving flags are to be supplied to cover a total area of 4750m² which is to be made up of two different sizes.

4675m² will require Purple mix Paving flags to be of 200mm width x 270 – 430mm in length (a random selection of all sizes is required) at 70mm depth.

These are to be a mix of the following sizes:

- 1590m² @ 430mm long – 18,488 units
- 1543m² @ 350mm long – 17,942 units
- 1542m² @ 270mm long – 17,930 units

The number of units given details how many paving flags of each size that the Supplier will need to deliver.

75m² will require purple mix paving flags to be of 200mm width x 270 – 430mm in length (a random selection of all sizes is required) at 60mm depth. These paving flags will be used to cover recessed manhole covers to ensure that the whole area is aesthetically pleasing.

These are to be a mix of the following sizes:

- 26m² @ 430mm long – 302 units
- 25m² @ 350mm long – 291 units
- 24m² @ 270mm long – 280 units

The number of units given details how many paving flags of each size that the Supplier will need to deliver.

The paving flags must meet the following requirements:

- Be naturally hewn on top surface with all sides and bottoms to be saw cut;
- Sawn sides and bottom with natural split top;
- Freeze thaw resistance class F1;
- Compressive strength 220MPA;
- Flexural strength 15MPA (lowest value);
- Slip/skid resistance (USRV) 50 minimum;
- Italian porphyry purple mix;
- BS EN 1341:2012.

3.2 Delivery Schedule for initial requirement

<u>Clock Tower Porphyry</u>				
Paving Type/colour	Slab size	Delivery Dates	Quantities (assuming 5.6m ² /pallet)	Invoice Number (Invoices will be paid 30 days upon receipt)
Porphyry – Purple Mix	200mm width x 430mm length @ 60mm depth	W/C 30/09/2019 (1 delivery)	5 pallets (28m ²) Delivery 1	

Porphyry – Purple Mix	200mm width x 350mm length @ 60mm depth	W/C 30/09/2019 (1 delivery)	5 pallets (28m ²) Delivery 2	
Porphyry – Purple Mix	200mm width x 270mm length @ 60mm depth	W/C 30/09/2019 (1 delivery)	4 pallets (22.4m ²) Delivery 3	
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 07/10/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 4	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 07/10/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 5	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 07/10/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 6	
Sub-Total	60mm Depth – 14 Pallets 70mm Depth - 96 Pallets			Invoice 1
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 21/10/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 7	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 21/10/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 8	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 21/10/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 9	
Sub-Total	70mm Depth – 96 Pallets			Invoice 2
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 04/11/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 10	

Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 04/11/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 11	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 04/11/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 12	
Sub-Total	70mm Depth – 96 Pallets			Invoice 3
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 18/11/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 13	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 18/11/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 14	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 18/11/2019 (1 delivery)	32 pallets (179.2m ²) Delivery 15	
Sub-Total	70mm Depth – 96 Pallets			Invoice 4
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 06/01/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 16	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 06/01/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 17	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 06/01/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 18	
Sub-Total	70mm Depth – 96 Pallets			Invoice 5

Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 20/01/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 19	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 20/01/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 20	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 20/01/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 21	
Sub-Total	70mm Depth – 96 Pallets			Invoice 6
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 03/02/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 22	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 03/02/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 23	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 03/02/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 24	
Sub-Total	70mm Depth – 96 Pallets			Invoice 7
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 17/02/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 25	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 17/02/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 26	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 17/02/2020 (1 delivery)	32 pallets (179.2m ²) Delivery 27	

Sub-Total	70mm Depth – 96 Pallets			Invoice 8
Porphyry – Purple Mix	200mm width x 430mm length @ 70mm depth	W/C 02/03/2020 (1 delivery)	28 pallets (156.4m ²) Delivery 28	
Porphyry – Purple Mix	200mm width x 350mm length @ 70mm depth	W/C 02/03/2020 (1 delivery)	20 pallets (109.4m ²) Delivery 29	
Porphyry – Purple Mix	200mm width x 270mm length @ 70mm depth	W/C 02/03/2020 (1 delivery)	20 pallets (108.4m ²) Delivery 30	
Sub-Total	70mm Depth – 68 Pallets		68 pallets (374.2m ²)	Invoice 9
TOTALS	60mm Depth – 14 Pallets 70mm Depth – 850 Pallets			

3.3 Delivery

The Supplier must ensure that all purple mix porphyry paving flags arrive pre-sawn and as per the requirements detailed in section 3.1. Any associated costs with the delivery of the porphyry will be the responsibility of the Supplier; this includes any customs charges which may be applicable to the shipping of the porphyry from overseas and any uplift costs in the unfortunate event of a temporary quarry closure.

Delivery must be the 1st October 2019.

Delivery of the purple mix porphyry paving flags is to be to our storage depot at the following address:

Sunningdale Road Depot
Leicester
LE3 1UX

To ensure the safety of both the Supplier and Authority staff the porphyry must be palletised ensuring that the height and weight restrictions of the pallet are always adhered to. All pallets should be secured either with sufficient banding or shrink-wrapped.

Prior to arrival at the depot the Supplier must give 24 hours' notice of delivery to the below officer.

On the day of delivery, the Supplier must also call giving at least one hour's notice to advise of their arrival time.

Please call the following officer using the below details:

Name:	Darren Thompson
Tel:	0116 454 0419

Prior to the Supplier's arrival the Authority will have ensured that a clear safe area has been made available to allow to the pallets to be offloaded on to. The porphyry will remain on the pallets ready for the Authority to move when needed. It will be the responsibility of the Supplier to provide a vehicle with a crane off load facility which can be used to move the pallets into a designated area which will be highlighted by the relevant attending officer. The Supplier must therefore ensure that their staff are appropriately trained to complete this safely and that the delivery vehicle has stabilisers to avoid tipping and ensure adequate stability during the offload process.

All appropriate protective personal equipment (PPE) must be worn during the crane off load i.e. hard hat, hi-vis vest, steel toe capped footwear this is to ensure the safety of both the Supplier and the Authority staff.

3.4 Call-off Procedure

The four suppliers who are given a position on the framework will be invited to participate in further competitions.

The call-off procedure for individual projects will be based on a further competition. A formal Request for Quotation document (RFQ) will be issued by the Authority to ensure cost certainty and deliverables.

All Suppliers on the framework will be issued the RFQ to complete their response, or to confirm their wish to decline this opportunity.

The Authority will evaluate a further competition based on the following criteria:

- Quality = 20%
- Price = 80%

The RFQ will outline the individual project and allow for time and costing.

This RFQ request will specify a time frame for which a full response is required, and also if there is any additional information to fulfil the project requirements.

The RFQ response will then require a formal internal approval, prior to the project contract being formed. There may be some situations where the Authority decides not to proceed with a project, and the project will then be aborted at this stage.

If the RFQ response is accepted, the call-off Contract will need to be signed by both parties, and a purchase order will be raised.

Once the purchase order is received by the Supplier they may then commence work, to the agreed schedule.

3.5 Future schemes

Flags and setts to be a range of colours, usually a purple mix, Brown mix or a random mix.

Flags will typically be 80mm depth and setts will typically be 100mm depth but may vary.

Flags length and width will vary.

Setts length may vary but will usually be 100mm in width

The authority may require other natural stone products, this may include, but not limited to kerbing, channels and edging.

Further to the initial requirement, future schemes may be subject to further competition.

3.6 Financial Checks

During the duration of the Framework Agreement it is the duty of the Supplier to keep the Authority updated on their circumstances and in particular, any changes to information supplied at any stage during this procurement that adversely affects the ability of the Supplier to deliver the works and/or participate in the Framework Agreement.

The Authority will use an external business information service to monitor the financial profile of the Supplier and this will alert us of any significant changes to the Authority's risk of the contractual arrangements.

3.7 End of Framework Agreement

Any call-off contract started from this Framework Agreement will continue and be subject to its terms and conditions even if the Framework Agreement has expired.

4 CONDITIONS OF CONTRACT

Any works called off under this Framework Agreement will be subject to the Framework Agreement, a copy of which is included as PAN2035 – Appendix 1 Terms and Conditions.

Please note that the Suppliers will be required to provide the Works in accordance with the terms of the Framework Agreement. The terms of the Framework Agreement and the individual call-offs are non-negotiable.

5 TENDER RESPONSE

5.1 Selection Questionnaire

5.1.1 Notes for completion

The “Authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

“You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

All sub-contractors are required to complete Part 1 and Part 2.

For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

PART 1: POTENTIAL SUPPLIER INFORMATION		
1. POTENTIAL SUPPLIER INFORMATION		
1.1	<u>Potential Supplier Information</u>	
(a)	Full name of the potential supplier submitting the information	Marshalls Mono Ltd
(b)(i)	Registered office address (if applicable)	Landscape House Premier Way Lowfields Business Park Elland HX5 9HT
(e)	Company registration number (if applicable)	509579
(k)	Trading name(s) that will be used if successful in this procurement	Marshalls Mono Ltd
(l)	Are you a Voluntary Community Social Enterprise (VCSE)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(m)	Are you a Small, Medium or Micro Enterprise (SME)?	<input checked="" type="checkbox"/> Large <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Micro
(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable)	Marshalls PLC Landscape House Premier Way Lowfields Business Park Elland HX5 9HT Company Number: 05100353
(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable)	
1.2	<u>Bidding Model</u>	
(a)(i).	Are you bidding as the lead contact for a group of economic operators?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	<p>If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.</p> <p>If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.</p>	
(a)(ii)	Name of group of economic operators (if applicable)	
(a)(iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	
(b)(i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b)(ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Name	
	Registered Address	
	Company Registration Number	
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables	
	The approximate % of contractual obligations assigned to each sub-contractor	
1.3	<u>Contact Details</u>	
(a)	Contact name	
(b)	Name of organisation	
(c)	Role in organisation	
(d)	Phone number	
(e)	E-mail address	
(f)	Postal address	

PART 2: EXCLUSION GROUNDS													
2. GROUNDS FOR MANDATORY EXCLUSION													
2.1	<u>Regulations 57(1) and (2)</u>												
(a)	<p>The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>												
	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%; padding: 5px;">Participation in a criminal organisation. If Yes please provide details at 2.1(b)</td> <td style="width: 20%; padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> <tr> <td style="padding: 5px;">Corruption If Yes please provide details at 2.1(b)</td> <td style="padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> <tr> <td style="padding: 5px;">Fraud If Yes please provide details at 2.1(b)</td> <td style="padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> <tr> <td style="padding: 5px;">Terrorist offences or offences linked to terrorist activities If Yes please provide details at 2.1(b)</td> <td style="padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> <tr> <td style="padding: 5px;">Money laundering or terrorist financing If Yes please provide details at 2.1(b)</td> <td style="padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> <tr> <td style="padding: 5px;">Child labour and other forms of trafficking in human beings If Yes please provide details at 2.1(b)</td> <td style="padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> </table>	Participation in a criminal organisation. If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corruption If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fraud If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Terrorist offences or offences linked to terrorist activities If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Money laundering or terrorist financing If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Child labour and other forms of trafficking in human beings If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Participation in a criminal organisation. If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Corruption If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Fraud If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Terrorist offences or offences linked to terrorist activities If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Money laundering or terrorist financing If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
Child labour and other forms of trafficking in human beings If Yes please provide details at 2.1(b)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
(b)	<p>If you have answered yes to question 2.1(a), please provide further details:</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction; Identity of who has been convicted.</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p> <hr style="border-top: 1px dotted black;"/>												
2.2	<u>Self-Cleaning</u>												
	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%; padding: 5px;">If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?</td> <td style="width: 20%; padding: 5px; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> </tr> </table>	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?	<input type="checkbox"/> Yes <input type="checkbox"/> No										
If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?	<input type="checkbox"/> Yes <input type="checkbox"/> No												

2.3	<u>Regulation 57(3)</u>	
(a)	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
	Please note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.	
3. GROUNDS FOR DISCRETIONARY EXCLUSION		
3.1	<u>Regulation 57(8)</u>	
	<p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
(a)	Breach of environmental obligations? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(b)	Breach of social obligations? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c)	Breach of labour law obligations? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(e)	Guilty of grave professional misconduct? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

(f)	Entered into agreements with other economic operators aimed at distorting competition? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(h)	Been involved in the preparation of the procurement procedure? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? If Yes please provide details at 3.2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(j)	Please answer the following statements	
(j)(i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(j)(ii)	The organisation has withheld such information.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(j)(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(j)(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2	<u>Self-Cleaning</u>	
	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?	

PART 3: SELECTION QUESTIONS		
4. ECONOMIC AND FINANCIAL STANDING		
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(a)	A statement of the turnover, Profit and Loss Account/ Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b)	A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	<input type="checkbox"/> Yes <input type="checkbox"/> No
(c)	Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement (see section 2.10.2 above), please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	<input checked="" type="checkbox"/> Yes <input style="color: red;" type="checkbox"/> No
5. PARENT COMPANY		
5.1	Are you able to provide parent company accounts if requested to at a later stage?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

6. TECHNICAL AND PROFESSIONAL ABILITY				
6.1 <u>Relevant Experience and Contract Examples</u>				
<p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE), that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3.</p>				
		<u>Contract 1</u>	<u>Contract 2</u>	<u>Contract 3</u>
	<u>Name of customer organisation</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>Point of contact in the organisation</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>Position in the organisation</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>E-mail address</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>Description of contract</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>Contract Start date</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>Contract completion date</u>	[REDACTED]	[REDACTED]	[REDACTED]
	<u>Estimated contract value</u>	[REDACTED]	[REDACTED]	[REDACTED]

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries).</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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6.3	If you cannot provide at least one example for question 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.	
7. MODERN SLAVERY ACT 2015		
7.1	Are you a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. INSURANCE		
8.1	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Employer's (Compulsory) Liability Insurance = £10m Public Liability Insurance = £10m Product Liability Insurance = £5m</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. HEALTH AND SAFETY		
9.1	Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.2	Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last three years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9.3	If you use Sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. BUSINESS CONTINUITY		
10.1	Does your organisation have in place measures that will enable you to maintain your business activities in the event of an emergency situation or unforeseen event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. QUALITY ASSURANCE		
11.1	Please confirm your organisation applies documented quality management procedures.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5.2 Quality Section

The purpose of the Method Statements is to enable us to evaluate your understanding of our requirements and the quality of your methodology for meeting them. Your Method Statements should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification.

1.	Delivery (10%)
	<p>Are you able to comply with the delivery schedule outlined within the Specification ensuring that the first delivery will arrive at the beginning of October 2019? If the 1st October 2019 delivery cannot be met, please state the earliest initial date that delivery can be met in particular for the 70mm slabs.</p> <p>Please provide details of how you will ensure that the delivery deadlines will be met, including your delivery schedule.</p>

[Redacted text block containing approximately 15 lines of obscured content]

2.	Offload (5%)
	<p>Can you offer a crane off load at the depot ensuring that you will call one hour before arrival?</p> <p>Please provide details of training documents and procedures to ensure that you have the relevant crane and safety training to complete the offload.</p> <p>Please provide details of the safety features that the delivery vehicle is fitted with to ensure a safe delivery and offload.</p>

[Redacted text block]

[Redacted text block]

[Redacted text block]

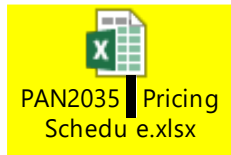


3.	Environment – Social Value (10%)
	<p data-bbox="316 280 1345 353">How will you ensure that the impact of your carbon footprint is minimised during the delivery of this contract please include in your response:</p> <ul data-bbox="363 369 1310 504" style="list-style-type: none"><li data-bbox="363 369 1310 448">• Transportation and delivery of goods (all stages from source to Leicester’s delivery point);<li data-bbox="411 459 895 504">Mining methods within the quarry. <p data-bbox="316 526 1345 1926">[Redacted response text]</p>

4.	Environmental credentials of packaging – Social Value (5%)
	<p>How do you ensure that you are using the most environmentally friendly packaging options within the packaging of the porphyry flags for example:</p> <ul style="list-style-type: none"> • If wooden pallets are used, please confirm these are FSC (Forest Stewardship Council) certified? • Are the pallets reused? • If plastic pallets are to be used what is the recycled content of the plastic? • Will the pallets be recycled? • Is a more environmentally friendly shrink wrap being used i.e. less micron, coreless roll? <p> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] </p>
5.	Specification (Pass/Fail)
	<p>Are you able to meet all the requirements set out in section 3 – Specification including delivery of the porphyry paving flags?</p> <p>Samples of the purple mix porphyry paving flags must be provided prior to the Tender Return Date, and comply fully with the specification.</p> <p> [REDACTED] [REDACTED] </p>

5.3 Pricing Schedule

Suppliers are reminded that price is worth 70% of the overall marks available. The notes below provide further guidance on how pricing should be submitted.



You must provide your Prices on the basis that you are making an offer on the terms of the Contract (including the Specification) as supplied in this ITT.

All prices submitted must be stated in pounds sterling and the submission totalled and exclusive of VAT.

The value shown in cell J28 will determine the final price score which will be used for the evaluation process for comparison between Suppliers.

5.4 Declaration

Re: Tender for Supply of Porphyry Paving (PAN2035)

To: Leicester City Council

We certify that this is a bona fide Tender, intended to be competitive and that we have not or will not (either personally or by anyone acting on our behalf):

- Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person;
- Communicated to anyone other than the Authority the amount or approximate amount or terms of my/our proposed Tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender);
- Entered into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount or terms of any Tender to be submitted by him;
- Canvassed or solicited any member, officer or other employee of the Authority in connection with the award of this or any other Authority Contract or Tender;
- Offered, given or agreed to give any inducement or reward in respect of this or any other Authority Contract or Tender;

Having read carefully the ITT:

- We offer to perform the Service specified and to complete the Contract to meet the requirements of the ITT in accordance with our Tender and fully in accordance with the Contract;
- We agree that this Tender shall constitute an irrecoverable, unconditional offer, which may not be withdrawn for a period of 90 days from this date;
- We understand that the Authority is not bound to accept any Tender it receives;
- We declare that to the best of our knowledge our tender response is true, complete and accurate in all respects, both as at the date communicated and as at the date of Tender submission and understand that the Authority may reject our submission if we provide false/misleading information;
- We declare that, upon request and without delay we will provide the certificates or documentary evidence referred to in the ITT and/or Tender;
- We understand that the Authority may reject this Tender in its entirety if there is a failure to follow the instructions or meet the Conditions of Participation (section 2.9) set out in the ITT; there is a failure to answer all the relevant questions fully; or if false/misleading information or content is provided in any section; and are aware of the consequences of serious misrepresentation;
- We understand no representation or warranty, express or implied, is or will be given by the Authority or any of its agents or advisors with respect to information included in this ITT;

The Tender must be submitted by the organisation which it is proposed will enter into a formal Contract with the Authority if awarded the Contract. This Declaration must be signed:

- where the Supplier is a company, by a duly authorised representative of that company;
- where the Supplier is a consortium, by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract;
- where the Supplier is a sole trader, he should sign and give his name in full together with the name under which he is trading;
- where the Supplier is a partnership, by all the partners or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.

Signature:	_____	_____
Print Name:	_____	_____
Job Title/Designation:	COMMERCIAL MANAGER NATURAL STONE	_____
Date:	_____	_____
For and on behalf of:	Marshalls Mono Ltd	_____
Registered Number:	509579	_____
Registered Address:	Landscape House Premier Way Lowfields Business Park Elland HX5 9HT	_____

5.5 Appendix 1 QUESTION RESPONSE TEMPLATE

Template for Your Explanation Response
ITT Section and Question Number
Explanation