



## 1 Introduction

### 1.1 Tender Document Introduction

This Invitation to Tender (ITT) (the “**Tender Document**”) is issued by First Great Western Limited (the “**Client**”) to you (the “**Tenderer**”).

This Tender Document relates to the provision of inspecting, repairing and maintaining accessibility boarding ramps at Railway Stations across the GWR network to ensure that the ramps are suitable for use and provide an improved customer experience (the "Project"). More details of the Project are included in Section 3 of the Tender Document.

The issue of this Tender Document follows the release of the Find a Tender Service (“**FTS**”) notice with reference 2022/S 000-031563. For the avoidance of doubt, the Client acts in accordance with its procurement policy which is consistent with the Utilities Contract Regulations 2016. However, in doing so it does not hold itself out as a “utility” for the purpose of those regulations.

The Client intends to adopt an open process for this requirement. Please see section 3.2 for further details of the anticipated procurement process.

This Tender Document comprises of the following Sections:

- **Section 1: Introduction** – Provides an overview of the Project, definitions used in this Tender Document and background information on the Client.
- **Section 2: Tender T&Cs** – Sets out the terms and conditions that will apply to Tenderer responses, provides details on how Tenderers should submit questions and how Tenderers should submit their responses to this Tender Document.
- **Section 3: Project & Procurement Information** – Provides full details of the Project requirements, anticipated timeline for the procurement process and a description of the procurement process being applied.
- **Section 4: Evaluation Information** – Provides a full breakdown of the scoring methodology and evaluation criteria that will be used to assess Tenderer responses.
- **Sections 5 to 10: Tenderer Response** – These Sections contain the questions, the answers to which will form the response of the Tenderers. Information on the evaluation criteria for each of these Sections can be found under Section 4.
- **Section 11:** This section states clear policies the applicant must abide by.
- **Section 12:** This section contains full details of the programme to be delivered. Information on the evaluation criteria for each of these Sections can be found under Section 4.
- **Section 13:** This section shows all contract terms including fixed terms and those that can be negotiated. Information on the evaluation criteria for each of these Sections can be found under Section 4.
- **Section 14:** This section is to be completed for all price submission. Information on the evaluation criteria for each of these Sections can be found under Section 4.
- **Section 15: Submission Declaration** – Contains a declaration statement the Client requires agreement of before a Tender submission is considered complete.

### 1.2 Wax Digital Tenderer Support

For system use queries Tenderers are encouraged to refer to the “Wax Digital – Supplier User Guide” attached.

If Tenderers require further guidance on the use of the system, or for password resets, please contact the Wax Digital Help Desk via the “Contact Us” form found on the left hand menu.

For additional Tenderer user accounts or event specific queries (in-line with the Clarifications Questions in Section 2.2) please use the event “Messaging” tab to submit your message.

*A document named 'Wax Digital - Supplier User Guide.pdf' has been attached to this question by the event owner*

### 1.3 Client Information

#### 1.3.1 FirstGroup

FirstGroup is a leading provider of transport services in the UK. Whether for business, education, health, social or recreation – we get our customers where they want to be, when they want to be there. We create solutions that reduce complexity, making travel smoother and life easier.

We provide easy and convenient mobility, improving quality of life by connecting people and communities. Each of our two divisions is a leader in its field: In the UK, First Bus is one of Britain's largest bus companies with 1.6 million passengers a day, and First Rail is one of the country's largest and most experienced rail operators, carrying 345 million passengers last year.

Visit [www.firstgroupplc.com](http://www.firstgroupplc.com) and follow us @firstgroupplc on Twitter for more information.

### **1.3.2 First Greater Western Limited**

First Greater Western Limited, trading as “Great Western Railway” (GWR), provides high speed, commuter, regional and branch line train services. We help over 100 million passengers reach their destinations every year - across South Wales, the West Country, the Cotswolds, and large parts of Southern England.

Find out more here: <https://www.gwr.com/about-us>

## 2 Tender Submission Terms & Conditions

### 2.1 General Instruction to Tenderers

1. This Tender Document is not a recommendation by the Client or any other person to enter into or agree to amend, any contract or agreement. Tenderers should make their own independent assessment and seek their own professional and legal advice.
2. Nothing in this Tender Document will constitute an offer or commitment to award any contract or other agreement or arrangement to any person or entity. The only information that will have any legal effect and/or upon which any person may rely will be such information (if any) as is specifically represented or warranted in writing in any relevant agreements entered into consequent upon this Tender Document.
3. The Client will not be liable for any costs of the Tenderer or any other person in connection with this Tender Document (including, without limitation, in relation to any such withdrawal, amendment, re-invitation or further issuing or updating of instructions or information). Any expenditure, work or effort carried out by any Tenderer or other person prior to any contract award is solely a matter of commercial judgement for the Tenderer, and is for their account whether the Tender is successful, any contract is awarded, or the Tender Document is amended or withdrawn.
4. This Tender Document does not purport to be all inclusive, nor to contain all the information that the Tenderer may require. Tenderers are responsible for verifying the completeness and correctness of this Tender Document and highlighting to the Client any deficiencies, conflicts and ambiguities that prevents the Tenderer from submitting a Tender or responding to any section in an accurate manner.
5. Where the Tender Document describes any contractual arrangements, which are not yet in force, those arrangements may change. Any reference to a contract or other document is qualified in full by reference to the full contract or document referred to.
6. None of the Client, or any affiliates thereof, nor any of their respective subsidiaries or associates and other directors, partners, employees, agents or advisers of any such person (such directors, partners, employees, agents or advisers being hereinafter referred to as "representatives") make any representation or warranty (express or implied) and no such representatives have any authority to make such representations and warranties) as to the accuracy, reasonableness or completeness of the information contained in this Tender Document. All such persons or entities expressly disclaim any and all liability (other than in respect of fraudulent misrepresentation) based on or relating to any such information or representations or warranties (express or implied) contained in, or errors or omissions from, this Tender Document or based on or relating to the recipient's use, or the use by any of its affiliates or the respective representatives of any of them in the course of its or their evaluation of any Tender.
7. Subject to applicable law, the Client reserves the right, at its discretion and notwithstanding anything to the contrary in this Tender Document or otherwise, at any time and without prior notice to:
  1. change or waive the basis, requirements, scope, content, procedures, structure and/or timescale for this procurement in whole or in part as it considers appropriate, including:
    1. issuing updated, amended and/or replacement documentation or information including all or part of the Tender Document (including the Terms and Conditions);
    2. adding, removing, amending or replacing components from the scope of any requirement;
    3. adding, removing, amending, replacing, postponing or re-ordering any stages, phases or steps of the procurement process;
    4. varying the timeline for the procurement process; or
    5. varying the permitted methods for submitting Tenders or communicating with the Client;
  2. require Tenderers to:
    1. submit updated, amended or replacement versions of all or part of their Tenders; or
    2. provide any additional, supplementary or clarificatory information, explanations or verifications that the Client may consider appropriate;
  3. reject all or part of any Tender or re-invite Tenders the same or an alternative basis;
  4. disqualify any Tenderer from further participation in this procurement who:
    1. provides information or confirmations which later prove to be untrue or incorrect, and has material implications;
    2. does not supply the information required by the Client during this procurement process;
    3. does not, in the Client's opinion, comply with the requirements of this Tender Document (including without limitation in relation to the preparation and submission of Tenders);
  5. withdraw all or part of this Tender Document;
  6. terminate all or part of this procurement process;
  7. award a contract without prior notice; or
  8. not award any contract(s) as a result of this procurement process.

### 2.2 Clarification Questions ("CQs")

#### Tenderer CQs

1. All queries relating to this Tender Document must be submitted using the 'Messaging' function via Wax Digital.
2. Subject to the paragraph 2.2.3 below all Clarification Questions ("CQs") shall be considered project generic and the Client's responses shall be published to all Tenderers.
3. If a Tenderer believes its CQ is NOT project generic or is commercial in confidence, this must be expressly stated in the CQ. If the Client agrees, the response shall not be published to other Tenderers. However, if the Client does not agree, the Tenderer will be offered the opportunity to withdraw or re-phrase the CQ before any response is published to the other Tenderers.

#### Client CQs

1. The Client reserves the right (but shall not be obliged) to ask a Tenderer to clarify any aspect of communications, documents or other information supplied by that Tenderer at any time during this procurement process. Such questions will be submitted to the Tenderers through Wax Digital on a confidential basis.
2. Tenderers must respond to all Client CQs within the timeframe identified in the CQ using Wax Digital. Tenderers should be aware that failure to respond to a Client CQ in accordance with this paragraph may adversely impact the evaluation of the Tender.
3. If a Client CQ relates to a Tender which is subject to evaluation, the Tenderer must ensure that the response that it provides is limited to the scope of the Client CQ and does not provide information that could be interpreted as an amendment or enhancement to the tender. Where the response contains information that could be interpreted as an amendment or enhancement to the Tender then the Client will disregard such information.

## 2.3 Tender Submission

1. Tenders shall be submitted in accordance with the instructions given in this Tender Document. Tenders not complying with these instructions may be rejected by the Client, whose decision in the matter shall be final.
2. The Tender response shall be submitted via Wax Digital by answering all of the required questions in this Tender Document and attaching any necessary documents as instructed. More information on the required form and structure of Tenders is provided along side the relevant questions in this Tender Document.
3. The Tender Return Deadline is stated in section 3.1.3, Indicative Time Line, and Tenders will not be accepted after that deadline. It is the Tenderer's responsibility to ensure that its Tender is submitted in accordance with the instructions set out in this Tender Document before the Tender Return Deadline.
4. No subsequent claim for loss in consequence of a Tenderer's failure to comply with the instructions set out in this Tender Document shall be admitted.
5. The Tenderer shall be required to keep its Tender open and valid for the period of time specified in the "Submission Declaration Statement".
6. The Client reserves the right to (and the right not to) negotiate and request additional offers after the Tender Return Deadline. Any requests for best and final offers will be at the sole discretion of the Client and as such all Tenders should be submitted as best and final offers. The Client reserves the right to request information from Tenderers following the Tender Return Deadline for clarification purposes.
7. Tenderers are asked to acknowledge receipt of this Tender Document and confirm their intention to bid (or otherwise) within 3 working days of this event being published on Wax Digital.
8. Tenderers are required to provide full answers to all mandatory questions, including any requested attachments to make up their Tender submission. Full details of these Sections are included in the table below. All Tenders must be strictly in accordance with the format, structure and other requirements specified in this Tender Document and must be as clear and concise as possible.
9. All Tender responses must be submitted:
  1. in the English language;
  2. with any attachments typed solely in Arial font size 11, with single line spacing and each page margin being at least 2 centimetres; and
  3. with all financial information stated in GBP and, where relevant, with total values clearly provided.
10. Except where expressly permitted by the Client, Tenders must not contain:
  1. embedded files or hyperlinks;
  2. marketing or promotional material;
  3. additional attachments or appendixes beyond those permitted by any stated word count or character limits; or
  4. assumptions or dependencies (including contractual obligations) on the Client.
11. If the Client considers that a Pricing Submission is or may be abnormally low, the Client may (subject to point 2.3.12 below and otherwise at its discretion) reject the Tender and the relevant Tenderer will be disqualified from further participation in this procurement.
12. The Client may only reject a Tender in accordance with point 2.3.11 above if it has:
  1. requested in writing an explanation of the Pricing Submission or such other parts of the Tender that the Client considers contribute to the Pricing Submission being abnormally low;
  2. taken account of any evidence provided by the Tenderer in response to a request pursuant to point 2.3.12.a.; and
  3. subsequently verified that the Pricing Submission or such other parts of the Tender do not satisfactorily account for the Pricing Submission being abnormally low.
13. Without limiting point 2.3.12, the Client may require a Tenderer to provide evidence including in relation to the following:
  1. the economics of any specific processes or services forming part of, or supporting, the Tender;
  2. the technical solution(s) chosen or any exceptionally favourable conditions available to the Tenderer for the supply of the works/services forming part of the Tender;
  3. the originality of the works/services forming part of the Tender;
  4. compliance with provisions relating to employment protection and working conditions in force at locations where the Tenderer proposes to perform the works/services forming part of the Tender; and
  5. the possibility of the Tenderer obtaining state aid / State subsidy.

## 2.4 Confidentiality and Copyright

1. This Tender Document is confidential. Neither this Tender Document nor any part of it nor any other information supplied in connection with it may be published, reproduced, copied or disclosed by the Tenderer to any person or release details of the tender documents, other than on an "In Confidence" basis to those who have a legitimate need to know or with whom they need to consult for the purpose of preparing the tender.
2. Tenderers must not disclose the fact that they have been invited to tender. Tenderers shall not at any time release information concerning the Tender Document and/or the tender for publication in the press or on radio, television, screen or any other medium.
3. The copyright in this Tender Document is vested in the Client. The Tender Document and any supplementary documentation issued are and shall remain the property of the Client, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the Client's prior consent.

## 2.5 Language and Law

1. Tenders and supporting documents must be written in English.
2. Any resulting contract, its formation, interpretation and performance will be subject to and in accordance with the law of England and Wales.

## 2.6 Non-Collusion and Canvassing

1. Any Tenderer or (in the case of a consortium), a consortium member, who, in connection with this procurement process:
  1. fixes or adjusts the pricing of its solution by or in accordance with any agreement or arrangement with any other Tenderer or consortium member (other than a member of its own consortium);
  2. enters into any agreement or arrangement with any other Tenderer or consortium member (other than a member of its own consortium), or causes or induces any other person to enter such agreement or arrangement, that it shall refrain from participating in this procurement process;
  3. causes or induces any person to enter into such agreement as mentioned in (a) or (b) above or to inform any Tender or a consortium member (other than a member of its consortium) of the whole or any part of any other Tenderer's solution;
  4. obtains confidential information of its competitors illegally;
  5. offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Tender's solution;
  6. communicates to any person other than the Client any element of its solution (except where such disclosures are made in confidence for a consortium or the Client has otherwise provided its consent in advance);
  7. offers any inducement, fee or reward to any employee or agent of the Client or any person acting as an adviser to the Client in connection with this procurement or does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010; or
  8. contacts any employee or agent of the Client or any person acting as an adviser to the Client prior to the contract being entered into about any aspect of this procurement in a manner not permitted by the Tender Document,

will be disqualified from further participation in this procurement competition (without prejudice to any other civil remedies available to the Client and without prejudice to any criminal liability that such conduct by a Tenderer may attract).

## 2.7 Participation of consortium members

1. In order to ensure confidentiality of information and to prevent potential collusion or conflict of interest, consortium members must not at any time, without obtaining the prior written consent of the Client:
  - a. participate in more than one consortium as a consortium member; or
  - b. participate in the competition as a Tenderer in their own right and as a consortium member for another Tenderer.
2. In order to ensure confidentiality of information and fair and non-discriminatory treatment of Tenderers, any directors, officers, employees, contractors, agents or advisers working for the Client are prohibited from participating in the bid team for a Tenderer or consortium member.
3. The Client may disqualify any Tenderer whose consortium members or individual members of the bid team act in breach of Section 2.7.

## 2.8 Corporate Responsibility & Sustainability

1. The Client continues to seek ways to deliver on its corporate responsibility commitments. It is our ambition to be the preferred partner of the communities we serve and to engage far more closely with the customers, suppliers and partners within the areas in which we operate. More information can be found on our approach to Corporate Responsibility at [www.firstgroupplc.com/responsibility](http://www.firstgroupplc.com/responsibility).

## 2.9 Achilles Link-up

It is a pre-requisite of contract award that the successful applicant must register in full with Achilles link-up.

GWR has partnered with Achilles, one of the world's largest service providers of global supply chain risk management solutions, to introduce a new global supplier registration and assurance solution.

Achilles collects and manages the data that will serve as our main source of up-to-date and verified supplier information to support Supply Chain and Procurement decisions.

For more information please contact Achilles at [ben.keen@achilles.com](mailto:ben.keen@achilles.com) or 01235 861118.

## 3 Project & Procurement Information

### 3.1 Project Information

#### 3.1.1 Project Requirements & Specification

The Applicant will:

- Undertake the provision of Accessibility Ramp inspection, maintenance and repair at GWR managed stations;
- Replace ramps beyond economical repair;
- Undertake Ad-Hoc ramp repairs;
- Hold inventory of new ramps and replacement parts.

The desired outcomes are to deliver:

- Safety Inspections (with functional and non functional requirements) in line with the Specification;
- Ramp safety inspections every 6 months;
- An electronic safety register with a unique reference for each ramp.

There is a project brief attached below with further details about the scope and requirements.

*A document named 'Ramp Safety Inspection Requirements Document V5.pdf' has been attached to this question by the event owner*

#### 3.1.2 Tender Pack & Attachments

Attached are the following tender documents;

- Tender Requirements;
- Goods and Services Contract template;
- Site access permit.

Additional attachments / supporting documents that are added during the course of the procurement shall be preceded by a clarification message issued through the “Messaging” function in Wax Digital. These clarifications will inform the Tenderer that a new attachment has been added and its purpose.

*A document named 'Ramp Safety Inspection Requirements Document V5.pdf' has been attached to this question by the event owner*

*A document named 'Appendix 5 - Ramp Register Master Sheet.xlsx' has been attached to this question by the event owner*

*A document named 'Appendix 6 - GWR Managed Stations.xlsx' has been attached to this question by the event owner*

*A document named 'Accessibility Ramp - Standard form - goods and services procurement single TOC contract - First Rail.docx' has been attached to this question by the event owner*

*A document named 'Accessibility Ramp - Standard form - goods and services procurement single TOC contract - First Rail.pdf' has been attached to this question by the event owner*

*A document named 'SMS-1200-20\_Site\_Access\_Permit\_Template\_issue\_6\_2021\_04.docx' has been attached to this question by the event owner*

#### 3.1.3 Indicative Time Line

The Client anticipates that the following indicative time line will apply to this process. This is intended as a guide and the Client reserves the right to amend it at any time.

References to CQ in the table below are defined in Section 2.2 (Clarification Questions).

Key Milestone	Date
Find a Tender notice published	08/11/2022
Deadline for submission of Tenderer CQs	30/11/2022
Deadline for Client responses to submitted CQs	05/12/2022
Deadline for tender response submission	12/12/2022
Evaluation of Pass/Fail (Selection Criteria) responses	16/12/2022
Evaluation of Award Criteria responses	06/01/2023
Tender Presentations (for shortlisted Tenderers)	W/C 09/01/2023

Voluntary standstill period (10 days)	February 2023
Contract Signature	March 2023

#### Additional Notes

1. All times in this Tender Document document are expressed in GMT Standard Time.
2. As defined in Section 2.2, CQs should be submitted, and answers will be provided provided via the “Messaging “ function of Wax Digital.
3. All requests for clarifications or questions relating to this Tender Document must be submitted by the deadline specified in the table above.
4. Any of the activities or dates set out in the table above are subject to change at the absolute discretion of the Client.

### 3.1.4 Procurement Strategy

The Client intends to procure the Project using the Open Procedure as described in section 4.

### 3.1.5 Tender Presentations

Tenderers may be shortlisted to present their Tenders to the evaluation team. Tenderers will be notified in writing if the Client intends to require such presentations, along with details of intended timings and required attendees. For the avoidance of doubt, the purpose of such presentations is to provide Tenderers with the opportunity to articulate key areas and benefits of their Tenders and for the evaluation team to seek clarification on key aspects of the Tender. Tenderers will not be given the opportunity, at or following the presentation, to amend their Tenders.

### 3.1.6 Site Visits

To assist with bid preparation, 2 site visits have been organised.

**Exeter St Davids Railway Station at 10.30 hours on 14 November**

**Bristol Parkway Railway Station at 10.30 hours on 17 November**

Tenderers will need to attend both stations, as the site visits will provide an opportunity to satisfy yourselves as to the full extent and character of the services, the supply and conditions affecting labour and services, and all local conditions and restrictions affecting the services. No claim resulting from failure to do any of the foregoing shall be admitted. Please confirm site visit attendees by **9 November**. Further details will be confirmed on receipt of attendees.

## 4 Evaluation Information

### 4.1 Evaluation Approach Overview

As stated in Section 2 of this Tender Document, “Tender Submission T&Cs”, the Client is using the e-Sourcing system, Wax Digital, for this requirement and all Tenders must be submitted through this system.

Tenderers are advised to review Section 2 of this Tender Document carefully before submitting their Tender.

#### 4.1.1 Compliance Review

The Client will first check the Tenders for completeness and compliance with the requirements for submission set out in Section 2 of this Tender Document. In particular, the Compliance Review will check that Tenderers:

- submitted their Tender by the ‘Deadline for tender response submission’ specified in Section 3.1.3;
- provide a response to all mandatory questions set out in this Tender Document;
- meet the submission requirements set out in Section 2; and
- receive a “Pass” for all elements of the Compliance Questionnaire in accordance with the evaluation criteria specified in Section 4.3.1 below.

Where, in the opinion of the Client, a Tender does not “Pass” the Compliance Review following appropriate clarification, that Tender will be disqualified and will not be taken through to the Full Evaluation stage.

All Tenders that are considered to meet the requirements set out above will proceed to Full Evaluation.

#### 4.1.2 Full Evaluation

All compliant Tenders will be evaluated and the scores for each weighted Section will be aggregated using the weightings displayed in Section 4.2 to identify the Most Economically Advantageous Tender.

An Evaluation Panel (“EP”) will be established to evaluate Tenders based on the information provided in the submitted Tender responses. This EP will include subject-matter experts and may include other advisors if appropriate. Evaluators will evaluate all compliant Tenders in accordance with the process and methodology set out in this Section.

Each member of the EP shall be responsible for scoring the individual criteria that they have been pre-nominated to score. Scoring shall initially be undertaken in isolation of any other member’s scoring, and subsequently in accordance with point “1. b.” of the below paragraph.

1. Save where a score is automatically calculated, the following will apply to all qualitatively scored elements of the evaluation:
  - a. individual evaluators will be required to provide an explanation in support of each score awarded; and
  - b. Each question will be awarded a score based on the average of the individual scores of the evaluators pre-nominated to score that specific question (equally weighted). Any outlier scores (“outlier scores” defined as a individual evaluator’s score which is more than one score level above or below the initial average score for that question, e.g. in an average score of 3.7 any scores above 6, or below 3 would be considered outlier scores) will be discussed between the evaluators to reach a consensus and the individual outlier score(s) may be amended. Upon completion of any consensus discussions considering outlier scores, the average score for each question will be used for the purposes of determining the final score for that question and will be used to calculate the Most Economically Advantageous Tender.
2. Tenderers should note that:
  - a. where appropriate, the evaluators may (either individually or through consensus) issue further clarification questions to a Tenderer for information that is required to reach a final score;
  - b. a single evaluator will not be reviewing all parts of each Tender, and therefore Tenderers should ensure that their responses to each element of the evaluation are self-contained and do not cross-refer to other elements of their Tender.
3. For avoidance of doubt, Tenderers will not be given any opportunity to improve upon the original Tenders as a result of the clarification process described in this Section.
4. The Client will undertake a review across all aspects of the Tender to ensure that the various aspects of the Tender are wholly consistent. As a result of this review, the Client reserves the right to:
  - a. ask Tenderers for clarification if this does not appear to be the case; and
  - b. following the clarification process referred to in 4.a. above:
    - i. evaluate the Tender in an unclarified state if there is a failure to respond adequately or in a timely manner to any clarification question(s); or
    - ii. take the Tenderer’s response to any clarification question(s) into account when evaluating the Tender, which may result in an adjustment to the score originally awarded.

#### 4.1.3 Contract Award

The final scores for each Tender will be added together, after application of the relevant weightings, to receive a final score for each Tender. The Tenders will then be ranked according to the final scores received to identify the Most Economically Advantageous Tender.

The Client intends to award the contract to the highest scoring Tender.

Where there is a tie in the final scores following the initial evaluation of selection criteria where the Client receives 2 bids that score the same, ranking 5th and 6th, both bids will be taken to the final evaluation stages.

At the final stages in the event that the 1st and 2nd ranked tender have the same scores then the highest score for section 13 (Pricing) will take precedence and the applicant with the highest score in this criteria will be deemed to have ranked 1st overall.

## 4.2 Evaluation Criteria Summary

The following table provides a summary of the evaluation for the selection criteria of the Tender Document:

Section	Tenderer Requirement	Evaluation Approach	Evaluation Criteria Detail
<b>1. Introduction</b>	Information	N/A – Information Only	N/A – Not Evaluated
<b>2. Tender Submission Terms &amp; Conditions</b>	Information	N/A – Information Only	N/A – Not Evaluated
<b>3. Project &amp; Procurement Information</b>	Information	N/A – Information Only	N/A – Not Evaluated
<b>4. Evaluation Information</b>	Information	N/A – Information Only	N/A – Not Evaluated
<b>5. Applicant Details</b>	Information	N/A – Information Only	N/A – Not Evaluated
<b>6. Grounds For Exclusion</b> 6.1 Mandatory Exclusions 6.2 Discretionary Exclusion	Mandatory Questions	Pass / Fail Pass / Fail	See Section 4.3.1 below for full evaluation criteria details
<b>7. Economic &amp; Financial Standing</b> 7.1 Financial Accounts 7.2 Financial Ratios 7.3 Group Company Information 7.4 Insurance 7.5 Company - Legal	Mandatory Questions	Pass / Fail Pass / Fail Pass / Fail Pass / Fail Pass / Fail	See Section 4.3.2 below for full evaluation criteria details
<b>8. Sustainability, Environment &amp; CSR</b> 8.1 Sustainability 8.2 Environment 8.3 Corporate Social Responsibility	Mandatory Questions	Pass / Fail Pass / Fail Pass / Fail	See Section 4.3.3 below for full evaluation criteria details
<b>9. Operational</b> 9.1 Supplier Code of Conduct 9.2 Health & Safety 9.3 Modern Slavery 9.4 Conflicts of Interest 9.5 Equal Opportunities 9.6 Quality Assurance 9.7 Inclusion	Mandatory Questions	Pass / Fail Pass / Fail Pass / Fail Pass / Fail Pass / Fail Pass / Fail	See Section 4.3.4 below for full evaluation criteria details
<b>10. Technical and Professional</b> 10.1 Case Studies 10.2 Subcontracting 10.3 Methodology and Resources 10.4 Programme	Mandatory Questions	Qualitatively Scored (50% Weighting)	See Section 4.3.5 below for full evaluation criteria details
<b>11. Compliance</b> 11.1 Client Policies	Mandatory Questions	Pass / Fail	See Section 4.3.6 below for full evaluation criteria details
<b>12. Contract Submission</b> 13.1 Negotiable Clauses 13.2 SLAs / KPIs	Mandatory Questions	Qualitatively Scored (5% Weighting) Pass / Fail	See Section 4.3.8 below for full evaluation criteria details Section 4.3.9 for SLA evaluation
<b>13. Pricing Submission</b>	Mandatory Questions	Qualitatively Scored (40% Weighting)	See Section 4.3.10 below for full evaluation criteria details
<b>15. Declaration</b>	Mandatory Question	Compliance	See Section 4.3.11 below for full evaluation criteria details

## 4.3 Evaluation Criteria Detail

### 4.3.1 Grounds for Exclusion

#### 4.3.1.1 Grounds for Mandatory Exclusion

This section is scored on a "Pass/Fail" basis.

If an Applicant has provided an unequivocal "No" to all of the questions contained in Section 6.1, the Applicant will "Pass".

If an Applicant has failed to provide an unequivocal "No" to any of the questions contained in Section 6.1, subject to the following statement, the Applicant will "Fail" and will be disqualified from the procurement.

The Client reserves the right not to disqualify the Applicant if it is satisfied that the exceptions set out in regulation 57(6) or regulation 57(7) of the Public Contract Regulations 2015 are met. If an Applicant has failed to provide an unequivocal "No" to any of the questions in Section 6.1, it should provide as much detail as possible to enable the Client to decide whether or not the conditions in regulation 57(6) or regulation 57(7) (Self-Cleaning) are met.

Where the Applicant is representing a group (joint venture or consortium) the response to Section 6.1 must reflect the state of all entities involved in the group. Should a group receive a "Fail" (answer "Yes" and/or not be able to demonstrate effective "Self-Cleaning") due to a single entity within the group, the Applicant will be informed and must replace that entity before the deadline that will be set by the Client. Failure to achieve this within the specified timescale will lead to disqualification of the Applicant from the procurement.

#### 4.3.1.2 Grounds for Discretionary Exclusion

This Section is scored on a "Pass/Fail" basis.

If an Applicant has provided an unequivocal "No" to all of the questions contained in Section 6.2, the Applicant will "Pass".

If an Applicant has failed to provide an unequivocal "No" to any of the questions contained in Section 6.2, it should provide as much detail as possible in response to the relevant question to enable the Client to decide whether or not to exclude the Applicant from the procurement.

The Applicant's response to Section 6.2 may still be evaluated as a "Pass" if the Applicant has provided supporting information that demonstrates to the satisfaction of the Client that the Applicant has taken appropriate remedial action and "self-cleans" or that there are mitigating factors which would mean that any such issues are unlikely to have a material effect on the Applicant's ability and/or suitability to undertake the contract.

Where the Applicant is representing a group (joint venture or consortium) the response to Section 6.2 must reflect the state of all entities involved in the group. Should a group receive a "Fail" (answer "Yes" and/or not be able to demonstrate effective "Self-Cleaning") due to a single entity within the group, the Applicant will be informed and must replace that entity before the deadline that will be set by the Client. Failure to achieve this within the specified timescale will lead to disqualification of the Applicant from the procurement.

### 4.3.2 Economic & Financial Standing

#### 4.3.2.1 Financial Accounts

The Applicant will "Pass" if it:

- confirms that it can provide at least one piece of the documentation requested in this section; or
- is unable to provide any documentation but submits a justification the Client deems as acceptable.

The Applicant will "Fail" if it is unable to confirm it can provide any of the listed documentation and cannot provide a justification that the Client deems as acceptable.

The Client reserves the right to check and corroborate the Applicant's response at any time during the procurement process and reserves the right to exclude the Applicant from the procurement process if the Applicant is unable to produce the documentation they have confirmed is available upon the Client's request.

#### 4.3.2.2 Financial Ratios

The Applicant must demonstrate that they meet all of the following financial thresholds in order to "Pass" subject to the following statement:

In the event an Applicant cannot meet one or more of the threshold requirements they will be invited to provide justification. The Applicant may still be evaluated as a "Pass" if supporting information is provided that demonstrates to the satisfaction of the Client that there are mitigating factors which would mean that any such issues are unlikely to have a material effect on the Applicant's ability and/or suitability to undertake the contract.

Ratio Description	Formula To Calculate Ratio
Turnover Ratio of at least 2.5 in each of the last two (2) financial years. Where bidding as a consortium or joint venture, the combined turnover of all joint venture or consortium partners (as applicable) can be used.	Turnover Ratio = Applicant's Annual Turnover / Estimate annual value of the contract
Quick Ratio of at least 1.2 for the last financial year.	Quick Ratio = (Current Assets - Inventories) / Current Liabilities
Operating Margin of at least 15%. The Client specifies that calculation must be based on the higher of: (a) Operating Margin for the most recent accounting period; and (b) the average Operating Margin for the last two accounting periods.	<b>divide operating income (earnings) by sales (revenues).</b>

### 4.3.3 Sustainability, Environmental & Corporate Social Responsibility

Section 8 of the ITT is designed to evaluate whether the Applicant has the appropriate Sustainability, Environmental and Corporate Social Responsibility policies in place that align with the Client and without exposing the Client to unnecessary risk. All areas of this Section are marked on a Pass/ Fail basis

### 4.3.4 Operational

Section 9 of the ITT, is designed to evaluate whether an Applicant has the appropriate operational policies in place to deliver the contract without exposing the Client to unnecessary risk. All areas of this Section are marked on a Pass / Fail basis.

#### 9.1 Supplier Code of Conduct

The Applicant will only “Pass” question 9.1.1 if it confirms compliance with the Supplier Code of Conduct. Failure to answer “Yes” to this question will result in exclusion from this procurement opportunity.

#### 9.2 Health & Safety

For Section 9.2 the Applicant will “Pass” if it is able to:

- answer “Yes” to question 9.2.1;

AND

- answer “No” to questions 9.2.2 and 9.2.3; or
- answer “Yes” to either question 9.2.2 and 9.2.3 and demonstrate to the Client’s satisfaction that appropriate remedial action has been taken to prevent future Health and Safety breaches or incidents;

AND

- confirm it does not use subcontractors in question 9.2.4; or
- confirm it does use subcontractors and have processes in place to check Health & Safety compliance related matters in Section 9.2.

If the Applicant is not able to achieve all criteria specified above it will “Fail” this Section.

#### 9.3 Modern Slavery

For Section 9.3 the Applicant will “Pass” if it:

- confirms compliance to Section 54 (“Transparency in supply chains etc”) of the Modern Slavery Act 2015 (“the Act”) and provides a slavery and human trafficking statement for the most recent financial year; or
- cannot confirm compliance BUT can provide an explanation to the Client’s satisfaction demonstrating that it has a rectification plan in place; or
- confirms the Act does not apply AND provides an explanation to the Client’s satisfaction justifying why this is the case.

The Applicant will “Fail” if it is unable to satisfy one of the options listed above.

#### 9.4 Conflicts of Interest

The Client wishes to ensure that all Applicants are treated fairly and equally during this procurement process, and that Conflicts of Interest do not undermine fair competition.

For the purpose of this ITT, a “Conflict of Interest” means any situation where there is a known, or perceived, conflict, either commercial or professional, between the interests or duties of the Client and any party engaged (or potentially to be engaged) directly (Contractor or supplier) or indirectly (e.g. subcontractor or supplier within the same group structure) by the Client. It also extends to circumstances in which a conflict may be perceived to exist by either stakeholders of the Client or a reasonable member of the general public.

The Applicant must respond to Question 9.4.1 to confirm if it is aware of any circumstances which give rise to an actual or perceived Conflict of Interest.

The Applicant will “Pass” if it provides:

- an unequivocal “No”; or
- a “Yes” AND to the Client’s satisfaction explain the circumstances in relation to the actual or perceived Conflict of Interest and how it intends to manage it.

The Applicant will “Fail” and be disqualified from the procurement process if:

- the Client is unable to satisfy itself that the Applicant would be able to manage any actual or perceived Conflict of Interest in such a way to ensure a fair competition; or
- following the ITT submission, the Applicant does not comply with the terms of its conflict of interest management plan it provided in response or any other requirements imposed by the Client to manage the conflict.

**9.5 Equal Opportunities**

The Applicant will “Pass” if it answers:

- “Yes” question 9.5.1; or
- “No” to question 9.5.1 but provides details of an alternative approach that demonstrates its alignment to the Equality Act 2010 (or equivalent) or provides an explanation of why it does not need to adhere to the Act to the Client’s satisfaction;

AND

- answers “Yes” to question 9.5.2.

The Applicant will “Fail” if it answers:

- “No” to question 9.5.1 and fails to provide a response that demonstrates to the Client’s satisfaction that it is conducting business processes towards its equality duties or that the duties do not apply; or
- Answers “No” to question 9.5.2.

**9.6 Quality Assurance**

The Applicant will “Pass” if it has:

- confirmed that it operates a Quality Management Policy, shared a copy AND this demonstrates to the Client’s satisfaction that appropriate procedures are in place to ensure the required level of quality in delivery of goods/services/works that the Applicant provides; or
- has confirmed it does not have a documented Quality Management Policy BUT has been able to demonstrate to the Client’s satisfaction that appropriate procedures are in place to ensure the required level of quality in delivery of goods/services/works that the Applicant provides.

The Applicant will “Fail” if in either case above the Client is not satisfied that the Applicant has appropriate procedures to ensure quality in place.

**9.7 Environmental Management**

The Applicant will “Pass” if it answers:

- “Yes” to question 9.7.1; or
- “No” to 9.7.1 but has answered “Yes” to a supplementary question(s) and has provided evidence to the Client’s satisfaction that appropriate environmental management controls are in place.

AND

- “Yes” to question 9.7.2; or
- “No” to question 9.7.2 but has demonstrated to the Client’s satisfaction that alternate and acceptable policy controls are in place or has provided acceptable justification for why these factors are not applicable to the Applicant.

The Applicant will “Fail” if it answers “No” to either question 9.7.1 or 9.7.2 and has:

- not then demonstrated to the Client’s satisfaction that appropriate controls are in place; or
- failed to provide an acceptable justification explaining why this should not disqualify the Applicant.

**4.3.5 Technical & Professional Submission - Evaluation Criteria Detail**

The Tenderer’s response to Sub-Sections of the Quality Submission section 10 questions shall be evaluated in accordance with the following scoring mechanism:

Assessment	Score	Description
Excellent	9	In the evaluator’s opinion, and taking into account the Positive Indicators, the response: <ul style="list-style-type: none"> <li>▪ meets any specified Requirements;</li> <li>▪ proposes a robust solution that fully addresses and meets all elements of the Question;</li> <li>▪ provides comprehensive detail (and, where evidence is required, comprehensive evidence) on the proposed solution that gives the evaluator full confidence that the solution will be delivered; and</li> <li>▪ is not identified to have any issues that are expected to have a material and detrimental impact on the quality of, and risk attached to, service delivery.</li> </ul>
		In the evaluator’s opinion, and taking into account the Positive Indicators, the response:

Good	6	<ul style="list-style-type: none"> <li>▪ meets any specified Requirements;</li> <li>▪ proposes a solution that addresses and meets all material elements of the Question;</li> <li>▪ provides a good level of detail (and, where evidence is required, good relevant evidence) on the proposed solution that gives the evaluator confidence that the solution is very likely to be delivered; and</li> <li>▪ may be identified to have minor issues but these are not expected to have a material and detrimental impact on the quality of, and risk attached to, service delivery.</li> </ul>
Satisfactory	3	<p>In the evaluator's opinion, and taking into account the Positive Indicators, the response:</p> <ul style="list-style-type: none"> <li>▪ meets any specified Requirements;</li> <li>▪ proposes a solution that addresses and meets most of the material elements of the Question; and</li> <li>▪ provides satisfactory detail (and, where evidence is required, satisfactory evidence) on the proposed solution that gives the evaluator reasonable confidence that the solution is likely to be delivered; and</li> <li>▪ may be identified to have a small number of issues which may impact on the quality of, and risk attached to, service delivery in a material way, but the evaluator has confidence that these issues can be satisfactorily managed.</li> </ul>
Weak	1	<p>In the evaluator's opinion, and taking into account the Positive Indicators, the response:</p> <ul style="list-style-type: none"> <li>▪ meets any specified Requirements;</li> <li>▪ proposes a solution that does not address and/or meet most material elements of the Question;</li> <li>▪ provides minimal detail (or, where evidence is required, limited evidence) on the proposed solution that gives the evaluator low confidence that the solution is likely to be delivered; or</li> <li>▪ may be identified to have several major issues which are likely to have a material and detrimental impact on the quality of, and risk attached to, service delivery in a material way, and the evaluator has low confidence that these issues can be satisfactorily managed.</li> </ul>
No Response / Unacceptable	0	<p>Either no response is submitted, or in the evaluator's opinion, and taking into account the Positive Indicators, the response:</p> <ul style="list-style-type: none"> <li>▪ does not meet any specified Requirements;</li> <li>▪ proposes a solution that does not address and/or meet all material elements of the Question;</li> <li>▪ provides little or no detail (or, where evidence is little or no evidence) on the proposed solution that gives the evaluator no confidence that the solution is likely to be delivered; or</li> <li>▪ is identified to have a significant number of major issues which would (or are very likely to) have a material and detrimental impact on price, risk, service delivery or user experience in a material way, and the evaluator has little or no confidence that these issues can be satisfactorily managed.</li> </ul>

Each question will be awarded up to a maximum score of 9 marks in accordance with the scoring methodology set out above.

The scores awarded will then summed and multiplied by the weightings for each Section as specified in 4.2 to provide a total score for the Quality Submission.

#### 4.3.6 Technical & Professional

Section 10 of the ITT is designed to evaluate the Applicant's technical and professional ability to deliver the contract and is weighted at 50%. The Applicant's responses to this section will be scored on a 0-9 basis against the criteria in the table above.

##### 10.1 Case Studies

Each case study provided by the Applicant in response to questions 10.1.2, 10.1.3 and 10.1.4 will be scored on a 0-9 basis against the criteria in the table below.

##### 10.2 Subcontracting

Section 10.2 is marked on a "Pass/Fail" basis.

An Applicant will "Pass" where either no subcontracting is intended or, where subcontracting is intended, the Applicant's response provides evidence that the Applicant has previously maintained healthy supply chains or otherwise gives the Client confidence that subcontracting will not give rise to significant concerns in terms of either:

- maintaining the requisite technical and professional ability to deliver the contract; or
- otherwise affecting the Applicant's ability to deliver the contract to the requisite standards.

##### 10.3 Methodology and Resource

Each response to questions 10.3.1, 10.3.2 and 10.3.3 will be marked on a 0-9 basis against the criteria in the table below

##### 10.4 Programme

Each response to questions 10.4.1 and 10.4.2 will be marked on a 0-9 basis against the criteria in the table below

#### 4.3.7 Compliance Questionnaire

Section 11 of the ITT is designed to ensure that an Applicant will adhere to the Client's policies. This Section is scored on a Pass/Fail basis

##### Client Policies

The Tenderer will "Pass" provided it confirms that it has read, understood and agrees to adhere to the Policies the Client has specified. The Tenderer will "Fail" if it confirms it is not able to adhere to the Policies the Client has specified.

If a Tenderer is unable to confirm that it will adhere to the Policies specified by the Client they will be excluded from further participation in this procurement.

#### 4.3.8 Contract Submission - Evaluation Criteria Detail

##### Negotiable Clauses

If they wish, Tenderers are permitted to submit a mark-up of the Contract Terms and Conditions provided within this Tender Document. The Tenderer's mark-up shall be evaluated in accordance with the following table:

Assessment	Score	Description
Compliance	9	The Tenderer has confirmed its unconditional acceptance to the Contract Terms and Conditions provided within this Tender Document.
Minor Non-Compliance	5	The Tenderer has not confirmed its unconditional acceptance to the Contract Terms and Conditions provided within this Tender Document and has instead proposed amendments, but those amendments (when considered as a whole) indicate only minor concerns with the drafting and are not expected to result in any adverse transfer of risk to the Client or any negative impact on price or service delivery, when compared to the Contract Terms and Conditions initially provided within this Tender Document.
Major Non-Compliance	0	The Tenderer has not confirmed its unconditional acceptance to the Contract Terms and Conditions provided within this Tender Document and has instead proposed amendments, but those amendments (when considered as a whole) indicate major concerns with the drafting and are highly likely to result in a substantial transfer of risk to the Client or severe negative impact on price or service delivery, when compared to the Contract Terms and Conditions initially provided within this Tender Document.

This score will be multiplied by the weighting for this Section as specified in 4.2 to provide a total score for the Contract Submission.

The Client reserves the right to disqualify any Tenderer scoring 0 for Contract Submission from further participation in the procurement.

#### 4.3.9 Service Level Agreement

##### Service Level Agreements (SLAs) / Key Performance Indicators (KPIs)

This Section is scored on a Pass/Fail basis.

The Tenderer will "Pass" if it:

- confirms its unconditional agreement to the SLAs / KPIs the Client has proposed; or
- proposes a set of SLAs / KPIs that, in the Client's opinion are equivalent to, or add greater value than, the Client's proposed metrics.

The Tenderer will "Fail" if it:

- does not confirm its unconditional agreement to the SLAs / KPIs the Client has proposed; and
- is unable to propose a set of SLAs / KPIs that, in the Client's opinion, are equivalent to, or add greater value than, the Client's proposed metrics.

The Client reserves the right to exclude any Tenderer scoring a Fail for this Section from this procurement process.

#### 4.3.10 Pricing Submission - Evaluation Criteria Detail

Subject to the details in Section 2.3, Tender Submission, Pricing Submissions will be evaluated and scored using the following scoring methodology.

A relative comparison method where the lowest compliant Tender is scored 900 and all other Tenders are scored between 0-900 based on their relative distance to the lowest compliant Tender. The following table details the formula for this relative comparison method.

Step	Description	Formula
1	Calculate the difference between the Tenderer's price and the price of the lowest compliant Tender.	Tenderer's Price - Lowest Compliant Tender Price

2	Convert the difference between the Tenderer's price and the price of the lowest compliant Tender into a percentage representing difference.	$(\text{Price Difference} / \text{Lowest Compliant Tender Price}) \times 100$
3	Convert the percentage difference into the percentage therefore of maximum score achieved.	$(100 - \% \text{ Value Difference}) / 100$
4	Calculate the percentage difference into a score out of 900 (9 to two decimal places)	$\% \text{ of Score Achieved} \times \text{Maximum Score Available}$

As an example, if Tenderer A's price is £180 and Tenderer B's price is £150, and is the lowest compliant Tender, Tenderer A will score 720 and Tenderer B will score 900. The 720 marks for Tenderer A would be calculated as follows:

$(180 - 150 = 30; (30 / 150) \times 100 = 20; (100 - 20) / 100 = 0.80; 900 \times 0.8 = 720)$

Notes:

- a. Where the Tenderer's price is equal to or greater than double the price of the lowest compliant Tender the score will be a minus figure and will be rounded up to 0 out of 900.
- b. A score out of 900 is used to enable scoring to the equivalent of 2 decimal places. The eSourcing system does not enable evaluators to enter decimals.

#### 4.3.11 Declaration

This Section is marked on a "Pass / Fail" basis.

The Tenderer will only be considered to "Pass" question 1 if they confirm acceptance of the Submission Declaration Statement. Failure to do this will result in the Tenderer being disqualified and excluded from the rest of the procurement process.

## 5 Applicant Details

### 5.1 Bidding Model

1. Are you bidding as the lead contact representing a group of organisations (Joint Venture, Consortium etc.)? \*

Please Select...

You have indicated that you are bidding as the lead contact for a group of organisations.

How many parties is this group formed of? \*

What is the name of the group? \*

What is the proposed legal structure if the group 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. \*

The lead contact must complete section 5.2 of this questionnaire below in Wax Digital with the information of your own organisation. In addition, you must attach a completed "Group Member Details Form" for each of the remaining members of the group (Joint Venture, Consortium, etc.). The "Group Member Details Form" is attached to this question below: \*

*A document named 'Group Member Details Form.docx' has been attached to this question by the event owner*

### 5.2 Organisation Details

#### 5.2.1 General Details

1. Company Name \*

2. Trading As \*

3. Registered Office Address \*

4. Company Registration Number \*

5. VAT Number \*

6. Is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? \*

Please Select...

Please provide the relevant details, including the registration number(s), of the the appropriate professional or trade register(s). \*

7. Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation, in order to provide the services specified in this procurement? \*

Please Select...

Please provide additional details of what particular authorisation is required and confirm that you have complied with this. \*

#### 5.2.2 Persons of Significant Control (PSC)

1. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company.

Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House.

PSC guidance can be found [HERE](#) on the gov.uk website.

Please confirm whether your organisation has an identified and recorded PSC. \*

Please Select...

You have indicated that your organisation has an identified and recorded PSC. Please provide their details below:

Full Name \*

Date of Birth \*

Nationality \*

Country, state or part of the UK where the PSC usually lives. \*

Service Address \*

The date they became a PSC in relation to the company (for existing companies 6 April 2016 should be used). \*

The % ownership the PSC holds within your company. \*

Please Select...

### 5.2.3 Parent Company

1. Does your organisation have an immediate parent company? \*

Please Select...

You have indicated that your organisation has an immediate parent company. Please provide their details below:

Parent Company Name \*

Registered Office Address \*

Company Registration Number \*

### 5.2.4 Ultimate Parent Company

1. Does your organisation have an ultimate parent company that is different from the parent company stated above? \*

Please Select...

You have indicated that your organisation has an ultimate parent company that is different from the immediate parent company provided above. Please provide the details of the ultimate parent company below:

Ultimate Parent Company Name \*

Registered Office Address \*

Company Registration Number \*

### 5.3 Contact Details

Provide details of your organisation's best point of contact with regards to this PQQ submission and procurement opportunity:

1. Contact Name \*

2. Role in Organisation \*

3. Phone Number \*

4. Email Address \*

5. Postal Address \*

### 5.4 Subcontractor Details

1. Are you proposing to use Subcontractors to meet the requirements of the Client in this procurement? \*

You have indicated that your organisation would intend to use the services of Subcontractors to meet the requirements of the Client should you be successful in this procurement.

Please provide the details requested below:

How many Subcontractors are you proposing to use in total? \*

What is the approximate % of contractual obligations that would be assigned to Subcontractors in total? \*

Please complete the template attached, "Subcontractor Information Form", and re-upload the to this question. The response should provide the details of all proposed Subcontractors. Note: At a future stage in the procurement the Client may request the details provided in 5.1 to 5.3 for these organisations as well but this is not a requirement (unless otherwise stated) for this PQQ. \*

*A document named 'Subcontractor Information Form.docx' has been attached to this question by the event owner*

## 6 Grounds For Exclusion

### 6.1 Grounds For Mandatory Exclusion

#### Applicant Information On Grounds For Mandatory Exclusion

The detailed grounds for mandatory exclusion of an organisation in this procurement mirror the grounds set out in Regulation 57 of the Public Contract regulations 2015. This regulation can be found on the following URL and should be referred to before answering the questions in Section 6.1 of this ITT

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/951028/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions\\_2\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/951028/List_of_Mandatory_and_Discretionary_Exclusions_2_.pdf)

Further details of the Regulation can be found here:

<https://www.legislation.gov.uk/uksi/2015/102/regulation/57/made>

Note: Where Applicant's are bidding as a group of economic operators (joint venture / consortium) the response provided must be applicable to all group members. For example, if one member of the group would be unable to provide the answer "No" to questions 6.1.1 or 6.1.2 then the Applicant's response must be "Yes" or "Yes (Self-Cleaning)" / "Yes (Exception Applies)" (if applicable) to that question.

The Client reserves the right to exclude the Applicant from the procurement process if it becomes apparent that the response provided below does not reflect to true status of each of the group members.

1. 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 of the Applicant has been convicted anywhere in the world of any of the offences listed below (as defined in the URL in "Applicant Information On Grounds For Mandatory Exclusion"):

1. Participation in a criminal organisation
2. Corruption
3. Terrorist offences or offences linked to terrorist activities
4. Money laundering or terrorist financing
5. Child labour and other forms of trafficking in human beings

Note: If the Applicant's answer to this question is "Yes" but measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion, the Applicant's response should be "Yes (Self-Cleaning)" to this question. \*

Please Select...

You have answered "Yes" or "Yes (Self-Cleaning)" indicating that your organisation has been convicted of one of the listed offences. Please provide full details of:

- The date of conviction.
- Specify which of the grounds listed the conviction was for.
- The reasons for conviction.
- The identity of who has been convicted.

AND, if you have answered "Yes (Self-Cleaning)":

- The measures that have been put in place to remedy the consequences of any criminal offences or misconduct and ensure that the conduct will not recur.

If the relevant documentation is available electronically please provide the web address, issuing authority and precise reference of the documents. \*

2. In the past 5 years, 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?

If your organisation is in breach of obligations related to the payment of tax or social security but an "Exceptions To Mandatory Exclusion" applies (as defined in paragraph (6) or (7) on the legislation.gov.uk link in Section 6.1 above) the Applicant should response "Yes (Exception Applies)" to this question. \*

Please Select...

You have answered "Yes" or "Yes (Exception Applies)" the question above indicating that your organisation has been found in breach of obligations related to the payment of tax or social security contributions within the past 5 years.

Please provide further details of the breach of obligations and, if applicable, the specific evidence to support your exception.

Please also confirm if 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. \*

### 6.2 Grounds For Discretionary Exclusion

### Applicant Information On Grounds For Discretionary Exclusion

The detailed grounds for discretionary exclusion of an organisation in this procurement mirror the grounds set out in Regulation 57 of the Public Contract regulations 2015. This regulation can be found on the following URL and should be referred to before answering the questions in Section 6.2.1 of this PQQ.

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/951028/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions\\_2\\_.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/951028/List_of_Mandatory_and_Discretionary_Exclusions_2_.pdf)

Further details of the Regulation can be found here:

<https://www.legislation.gov.uk/ukxi/2015/102/regulation/57/made>

Note: Where Applicant's are bidding as a group of economic operators (joint venture / consortium) the response provided must be applicable to all group members. For example, if one member of the group would be unable to provide the answer "No" to questions 6.2.1 then the Applicant's response must be "Yes" or "Yes (Self-Cleaning)" (if applicable) to that question.

The Client reserves the right to exclude the Applicant from the procurement process if it becomes apparent that the response provided below does not reflect to true status of each of the group members.

1. 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 (as defined in the URL in "Applicant Information On Grounds For Discretionary Exclusion"):

- a. Breach of environmental obligations.
- b. Breach of social obligations.
- c. Breach of labour law obligations.
- 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.
- e. Guilty of grave professional misconduct.
- f. Entered into agreements with other economic operators aimed at distorting competition.
- g. Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure.
- h. Been involved in the preparation of the procurement procedure.
- 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.

OR if any of the following statements apply to the Applicant:

- 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
- The organisation has withheld such information
- The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015
- The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Note: If the Applicant's answer to this question is "Yes" but measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion, the Applicant's response should instead be "Yes (Self-Cleaning)". \*

Please Select...

You have answered "Yes" or "Yes (Self-Cleaning)" indicating that at least one of the situations above applies to your organisation. Please provide full details of:

- The specific situation(s) that applies to your organisation.

AND if you have answered "Yes (Self-Cleaning)":

- The measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion.

\*

## 7 Economic & Financial Standing

### 7.1 Financial Accounts

2. a) Are you able to provide a copy of your audited accounts for the last two years, if requested?

b) If not, are you able to provide 1 of the following as an alternative, if requested?

- 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; or
- A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position; or
- 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 produced by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).

\*  
Please Select...

You have indicated that, if it was requested, you would be unable to provide a copy of your audited accounts for the last two years or any of the alternatively listed documentation.

Please provide any further relevant information you believe the Client should be made aware of when considering you as a potential candidate for this procurement opportunity or justification detailing why you would be unable to provide any of the documentation. \*

### 7.2 Financial Ratios

1. Are you able to self-certify that your organisation has a Turnover Ratio of at least 2.5 in each of the last two (2) financial years? \*

Please Select...

Please provide your organisations Turnover Ratio. \*

2. Are you able to self-certify that your organisation has a Quick Ratio of at least 1.2 the last financial year? \*

Please Select...

Please provide your organisations Quick Ratio. \*

3. Are you able to self-certify that your organisation has an Operating Margin of at least 15%? If you were to win this contract what % of your operating margin would this contract be worth? \*

Please Select...

Please provide your organisations Operating Margin. \*

You have indicated that your organisation does not meet one or more of the thresholds specified for the Financial Ratios in this ITT

If appropriate, please provide any further information the Client should be made aware of to give confidence that failure to meet the specified threshold for the ratio should not impact your organisation's ability and/or suitability to undertake this contract should you be successful.

\*

### 7.3 Group Company Information

1. If your organisation is part of a wider group, or is bidding as part of a joint venture or consortium, are you able to provide parent company accounts if requested to at a later stage? \*

Please Select...

2. If your organisation is part of a wider group, or is bidding as part of a joint venture or consortium would:

a) the parent company be willing to provide a guarantee (or equivalent financial security) if deemed necessary by the Client?

And if not, then:

b) you be able to obtain a guarantee elsewhere (e.g. from a bank) if deemed necessary by the Client? \*

Please Select...

## 7.4 Insurance

1.

Please self-certify whether you already hold, or if awarded the contract will commit to obtain prior to the commencement of the contract, levels of insurance cover equal too or greater than those indicated below:

- Employer's (Compulsory) Liability Insurance\* = £5 million
- Public Liability Insurance = £5 million
- Professional Indemnity Insurance = £5 million
- Product Liability Insurance = £5 million

The Client may request evidence of these insurances prior to the commencement of the contract.

\*Note: 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. \*

Please Select...

## 7.5 Company - Legal

1. Has the Company, or its Directors, had a Court Judgment passed for defaulting on debt within the past three years? If Yes, please provide details

Please Select...

If yes, please provide details below

## 8 Sustainability, Environment & Corporate Social Responsibility

### 8.1 Sustainability

1. Does your company have a published Sustainability, Environmental and/or Energy Policy Statement? If yes, please attach a copy of your policy/statement and any other documents you have in relation to this question. If you are currently taking any steps to produce / obtain a policy statement, please provide details of the planned publish date. Note: FirstGroup will not approve any supplier who does not have a policy statement. \*

- Yes  
 No

*Only files of type Adobe PDF Document (.pdf) should be added.*

2. Does your company have a published sustainability strategy and/or set of sustainability objectives and targets? Note: FirstGroup's meaning of sustainability is to include a suite of objectives and targets that cover environmental, social and economic impacts. \*

- Yes  
 No

3. Describe the steps you have taken to embed and deliver your sustainability objectives and targets across your business \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

4. Provide details of the steps being taken to produce a strategy and/or objectives and targets with details of proposed commitments \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

5. You must be prepared to observe all FirstGroup sustainability policies and procedures if you are required to work on customers premises/equipment either directly or indirectly. Please detail how sustainability policies and procedures will be briefed and communicated to your employees and supply chain including any training and awareness programmes to ensure you have a competent workforce \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

6. Do you measure your sustainability performance against your objectives and targets including the performance of your suppliers? \*

- Yes  
 No

7. If you do not monitor suppliers sustainability performance, please explain why you do not? \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

8. Describe the process and KPIs used to measure your sustainability performance \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

9. Provide your company's sustainability performance data for the last 24 months \*

10. Describe your company's progress against your sustainability objectives and targets for the last 24 months \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

11. How do you integrate sustainability into procurement processes and through your supply chain? \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

12. Do you implement sustainable procurement practices e.g. ISO20400 or equivalent? \*

- Yes  
 No

13. Please provide details of your sustainable procurement framework. \*

### 8.2 Environmental

1. Please provide details of your last Environmental Management System and/or Energy Management System audit report including any non-conformances and remedial plans. \*

- Attached
- We Do Not Have An Audit Report

2. Please detail why you do not have an audit report \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

3. Explain how you will manage environmental issues through delivery of the contract including:

- compliance with relevant environmental legislation and regulation; and
- contributing to the Client's environmental targets.

Also, provide your rationale for this approach. \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

4. Do you measure your embodied carbon? \*

- Yes
- No

5. Please provide details of the process you use to measure embodied carbon and your data for the last 24 months. \*

6. How do you quantify your embodied carbon impacts? \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

7. Does your organisation hold a certificate of compliance with ISO 14001, Environmental Management (or equivalent), issued by a Conformity Assessment Body accredited to assess that standard, e.g. accredited by UKAS or do you have a valid EMAS certificate

AND

could you provide evidence of these if requested by the Client? \*

Please Select...

You have indicated that your organisation does not hold a certificate of compliance with ISO 14001, a valid EMAS certificate or that you would be unable to evidence this if it was requested.

Please answer the following supplementary questions to enable the Client to further assess your suitability for this requirement. Please note that you will be expected to provide evidence to demonstrate your organisation's performance against any supplementary question to which you answer "Yes":

*Only files of type Adobe PDF Document (.pdf) should be added.*

Do you have a documented policy and organisation for the management of environmental issues relevant to your organisation? \*

Please Select...

Do you have documented arrangements for ensuring that your environmental management procedures are effective in reducing/preventing significant impacts on the environment? \*

Please Select...

Do you have arrangements for providing employees with training and information on environmental issues relevant to your organisation? \*

Please Select...

Do you check, review, and where necessary improve, your environmental management performance? \*

Please Select...

Do you have arrangements for ensuring that any suppliers you engage apply environmental protection measures that are appropriate to the activity for which they are being engaged? \*

Please Select...

You have answered "Yes" to at least one of the supplementary questions above.

Please provide the URL(s), or attach relevant documentation, to evidence the points you have answered “Yes” to under the questions 8.2.7 supplementary questions.

AND

Please also provide a description of each URL or attachment to clarify which point this is being submitted to support. \*

8. Is it your policy to manage air quality, energy and carbon, water, waste / resources and to work towards environmental protection and improvement / biodiversity net gain and zero greenhouse gas emissions

AND

could you provide evidence supporting this if it was requested by the Client? \*

Please Select...

You have indicated that your organisation does not manage air quality, energy and carbon, water, waste / resources or work towards environmental protection and improvement / biodiversity net gain and zero greenhouse gas emissions or that you would be unable to provide supporting evidence to demonstrate this if requested.

Please provide an explanation of why your organisation does not manage these factors, any alternative approaches you have implemented in this space or any other relevant information you believe the Client should be made aware of when considering your organisation as a potential candidate for this procurement opportunity. \*

### 8.3 Corporate Social Responsibility

1. Do you measure your social return on investment? \*

Yes

No

2. Please provide details of the process you use to measure your social return on investment and your data for the last 24 months. \*

3. How do you quantify your social impact? \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

4. Do you have a policy statement regarding the engagement of small-to-medium enterprises (SMEs)? \*

Yes

No

5. Please describe or attach your statement \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

6. If you do not have a statement regarding SMEs engagement, please describe why you do not. \*

*Only files of type Adobe PDF Document (.pdf) should be added.*

7. What % of your supply chain would be categorised as an SME (small-to-medium enterprise)? \*

 (A numeric answer should be provided)

## 9 Operational

### 9.1 Supplier Code of Conduct

1.

The Client requires compliance with the following Supplier Code of Conduct:

[www.firstgroupplc.com/suppliercode](http://www.firstgroupplc.com/suppliercode)

Please review the Supplier Code of Conduct. Are you able to confirm that you agree to adhere to this and would adopt these principles within your own organisation and supply chain should you be successful in this procurement opportunity. \*

Please Select...

### 9.2 Health & Safety

1. Are you able to provide confirmation that your organisation has a Health & Safety Policy that complies with current legislative requirements. \*

Please Select...

2.

Has your organisation or any of its Directors or Executive Officers been convicted or been in receipt of enforcement/remedial orders in relation to breaches of Health & Safety legislation in the last five years or been the subject of any formal investigation by the Health & Safety Executive (or equivalent body) in the last five years?

Please Select...

You have indicated that your organisation or one of its Directors or Executive Officers has been convicted or been in receipt of enforcement/remedial orders in relation to breaches of Health & Safety legislation in the last five years or been the subject of any formal investigation by the Health & Safety Executive (or equivalent body) in the last five years.

Please provide details and an explanation of any remedial action or changes to procedures you have made. \*

3. Have any Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) reportable accidents / incidents been reported to the Health & Safety Executive within the last five years in respect of any particular project that your organisation has been involved with? \*

Please Select...

You have indicated that there has been at least one RIDDOR reportable accident / incident reported within the last five years on a project that your organisation has been involved with.

Please provide details including root cause analysis and give details of any remedial action or changes to procedures that you have made. \*

Does your organisation use subcontractors, and if so, do you have processes in place to check whether any of the above circumstances apply to these other organisations?

Please Select...

### 9.3 Modern Slavery

#### Applicant Information

The Client is committed to recognising and preventing human rights breaches including modern slavery, human trafficking and child labour in all its forms. The Client has a zero-tolerance approach to any violations of this within business partners or suppliers and demands compliance with the Modern Slavery Act 2015 (and in particular, Section 54).

More information on Section 54 of this Act can be found at the following URL:

<https://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted>

1. If you are a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc") of the Modern Slavery Act 2015 ("the Act"), are you compliant with the annual reporting requirements contained within the Act? \*

Please Select...

You have indicated that you are a relevant commercial organisation as defined by section 54 of the Act and that your organisation complies with this Act.

Please provide the relevant URL to, or attached a copy of, your slavery and human trafficking statement for the most recent financial year. If you are unable to

provide this, please provide a justification.

You have indicated that you are either not compliant with the Act or are not a relevant commercial organisation as defined by section 54.

If you are not compliant, please provide an explanation of any rectification plan you have in place to achieve compliance.

If you have indicated that you are not a relevant commercial organisation, please provide a justification and explain why Section 54 of the Act does not apply to your organisation.

## 9.4 Conflicts of Interest

1. Please confirm if there are any circumstances that give rise to an actual or perceived Conflict of Interest.

For the purpose of this ITT, a "Conflict of Interest" means any situation where there is a known, or perceived, conflict, either commercial or professional, between the interests or duties of the Client and any party engaged (or potentially to be engaged) directly (Contractor or supplier) or indirectly (e.g. subcontractor or supplier within the same group structure) by the Client. It also extends to circumstances in which a conflict may be perceived to exist by either stakeholders of the Client or a reasonable member of the general public. \*

Please Select...

You have indicated that there are existing, or potential future, conflicts of interest between your organisation / suppliers to your organisation and the Client.

Please explain the circumstances in relation to the actual or perceived Conflict of Interest and how you intend to manage it. \*

## 9.5 Equal Opportunities

1. As an employer, have you taken steps to align your business processes to the positive equality duties of the Equality Act 2010 (or any equivalent legislation in the country that the organisation is located)

AND

would you be able to provide evidence of this if requested by the Client which demonstrates you have relevant Policies and guidance in place or a written statement / evidence of relevant actions that have been taken to align your organisation to this Act and evidence of where you believe these documents / actions have made a difference? \*

Please Select...

You have indicated that you have not taken action to align your business processes to the positive equality duties of the Equality Act 2010 (or equivalent) or that you would be unable to provide any evidence in support of this.

Please provide details of anything your organisation has done to promote positive equality or a justification for why these duties do not apply to your organisation. \*

2. Is it your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally so that no one group of people is treated less favourably than others? \*

Please Select...

## 9.6 Quality Assurance

1. Does your organisation operate a Quality Assurance policy? If yes, please attach a copy of this document to this question. \*

Please Select...

You have indicated that your organisation does not have a Quality Assurance policy.

Please explain how your organisation ensures the maintenance of the required level of quality in the delivery of the goods, services and/or works that your organisation provides. \*

## 9.7 Inclusion

2. Explain how you will manage social performance (excluding diversity and inclusion) through delivery of the contract including, but not limited to:

- employees;
- communities around the Client's route map / passenger services; and
- passengers.

Also, provide your rationale for this approach.

(4,000 character limit). \*

3. Outline the Diversity & Inclusion Policy(ies) you maintain / will implement through delivery of the contract. Please also outline your process for the maintenance / implementation of these and your rationale for this approach.

(4,000 character limit) \*

## 10 Technical & Professional

### 10.1 Case Studies

#### Applicant Information

Please provide details of up to three contracts ("case studies") that demonstrate your technical ability and experience in providing the goods and services that are required by GWR.

The responses provided must be in-line with the criteria as follows:

- Contracts for supplies and services must have been performed during the past three years.
- The customer contact provided in question 1 below must be prepared to speak to the Client to confirm the accuracy of the information provided by the Applicant in response to this question.
- Each case study must not exceed 1000 words. If a case study exceeds this limit, the excess shall be disregarded for the purposes of evaluation.
- Text in images and pictures will not count towards the word limit specified above.

Applicants must also provide the information requested in the table below. This information will not be counted as part of the above word limit specified above.

Further information:

Consortia bids must 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).

Where the Applicant is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested must be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.

#### 1. Case Study Customer Contact Information \*

	Case Study 1	Case Study 2	Case Study 3
Name Of Customer Organisation			
Name Of Contact In Organisation			
Position Of Contact In Organisation			
Contact Email Address			
Contact Telephone Number			
Contract Start & End Dates			
Estimated Contract Value			

#### 2. Provide details for contract / case study 1. \*

#### 3. Provide details for contract / case study 2. \*

#### 4. Provide details for contract / case study 3. \*

### 10.2 Subcontracting

#### 1. Do you intend to sub-contract a proportion of the contract? \*

Please Select...

You have indicated that you intend to subcontract a proportion of the contract.

Please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).

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).

\*

### 10.3 Methodology and Resources

1. Please detail your methodology / processes for undertaking the surveys every 6 months including details of the site visit reports, how repairs and new ramps will be identified to GWR and updating of the asset register.

2. Please provide details of your delivery resource structure, including project management and back office.

3. Please provide details of any tools that you may deploy for the site survey reports, repair activities, new ramps provided and asset register.

### 10.4 Programme

1. Please provide a detailed programme specifying your mobilisation timescales and how would you adhere to the advertised dates within this Tender Document in the delivery of this contract.

Your programme should state specific activities, resources, dependencies and key milestones. Any dependencies on 3rd parties should be clearly highlighted.

Please refer to the attached file " Ramp Safety Inspection Requirements " for details on the project.

2. Please provide a detailed programme for the first ramp surveys listing out all stations

Your programme should state specific activities, resources, dependencies and key milestones. Any dependencies on 3rd parties should be clearly highlighted.

Please refer to the attached file " Ramp Safety Inspection Requirements " for details on the project

## 11 Compliance

### 11.1 Client Policies

1. Please review the Client's Policies listed below and confirm your adherence:

- Supplier Code of Conduct
- Sustainability Statement
- Control of Contractors
- Site Access Authority Application

\*

Please Select...

*A document named 'Appendix 1 - SMS-1200-40\_Site\_Access\_Authority\_Application\_issue\_6.docx' has been attached to this question by the event owner*

*A document named 'Appendix 2 - SMS-1200-00\_Control\_of\_Contractors\_issue\_6.pdf' has been attached to this question by the event owner*

*A document named 'Appendix 3 - GWR\_sustainability\_statement\_LR (2).pdf' has been attached to this question by the event owner*

*A document named 'Appendix 4 - firstgroup-supplier-code-of-conduct (2).pdf' has been attached to this question by the event owner*

### 11.2 Achilles Registration

It is a pre-requisite of contract award that the successful applicant must register in full with Achilles link-up.

GWR has partnered with Achilles, one of the world's largest service providers of global supply chain risk management solutions, to introduce a new global supplier registration and assurance solution.

Achilles collects and manages the data that will serve as our main source of up-to-date and verified supplier information to support Supply Chain and Procurement decisions.

For more information please contact Achilles at [ben.keen@achilles.com](mailto:ben.keen@achilles.com) or 01235 861118."

Please Select...

## 12 Contract Submission

### Tenderer Information

Please find the Client's contract template for this procurement attached. This document should be referenced when answering the questions in the Contract Section of this Tender Document.

*A document named 'Accessibility Ramp - Standard form - goods and services procurement single TOC contract - First Rail.docx' has been attached to this question by the event owner*

### 12.1 Contract Clauses

1. With reference to the Client's contract template (see "Tenderer Information" above for attachment), do you confirm your full acceptance of all clauses?

Please state "Yes" or "No" below.

If you state "Yes", this means you are agreeing to accept the all clauses contained with the Client's template contract unconditionally.

If you state "No", please attach a marked-up version of the Client's contract template in Word with tracked changes.

**Note:** only attached Word versions with tracked changes activated will be reviewed and the Client reserves the right to exclude any Tenderer who fails to submit in this format from further participation in this procurement process. \*

*Only files of type Microsoft Word Document (.doc) should be added.*

### 12.2 SLAs / KPIs

1. The Client proposes the attached Service Level Agreements (SLAs) / Key Performance Indicators (KPIs) to be included in the contract schedules to ensure to performance is measured effectively over the life of this contract.

Please confirm whether you agree to unconditionally accept the Client's proposed SLA's / KPIs for this contract or state an alternative proposal you consider to be of equal or greater value than the metrics proposed by the Client. \*

*A document named 'Proposed Ramp KPIs.pdf' has been attached to this question by the event owner*

## 13 Pricing Submission

### Tenderer Response Requirements

Tenderers are required to complete and upload the Pricing Schedule attached to the question below noting the following:

1. prices (excluding VAT) in GBP;
2. all submitted prices must be FIRM and not subject to variation whatsoever (other than any provisional sums allocated);
3. pricing is to include all equipment, labour, software, hardware, expenses and services to be supplied by the Tenderer to meet the requirements of this procurement;
4. the rows, cells or structure of the Excel file cannot be amended;
5. details of any dependencies or assumptions that the price is based on should be included in the text section of this question; and
6. the Pricing Submission should be submitted in Excel format (not .pdf), with any calculations clearly visible.

1. The template Pricing Schedule is attached to this question and can be downloaded below. All pricing must be entered into the yellow highlighted cells in the worksheet tab. The grand total will automatically load into the 'Totals' section of the worksheet to give a Grand Total for your Bid. Please download a copy of this Pricing Schedule and re-attach your submission to this question. \*

*A document named 'Ramp Pricing File V4.xlsx' has been attached to this question by the event owner  
Only files of type Microsoft Excel Spreadsheet (.xls) should be added.*

## 14 Declaration

### Applicant Information

- When you have completed your submission by answering all mandatory questions and attaching any required supporting documentation, please review the Submission Declaration Statement below, confirm acceptance of this statement and submit your response.
- Tenderers may change/improve their submission any number of times whilst this event is "Open". Once the event status is "Closed" (in line with the advertised timeline) this will then be irrevocable and will be considered as your final submission for this event.

### 1. Submission Declaration Statement

By submitting this response via the Wax Digital portal we, the Tenderer, confirm that:

1. we have examined and have understood all of the information provided within this Tender Document (including but not limited to the "Tender T&Cs" in Section 2) and confirm that we will comply with these conditions in relation to this procurement;
2. our Tender response shall remain open for acceptance for a period of one hundred and twenty (120) days from the closing date of this event and we agree to re-confirm the information provided herein, if requested by the Client, at any time during the remainder of this procurement process and throughout the lifetime of the contract should any award take place;
3. any material changes in the information we have submitted in this Tender response will be communicated to the Client immediately during the remainder of this procurement process and throughout the lifetime of the contract should any award take place;
4. this is a bona fide Tender response, that we have not communicated to any person the information contained within this response or adjusted this in collusion with any other party; and
5. this Tender Document, any related information issued to us and our Tender submission are confidential and have not and shall not be disclosed, copied and/or disseminated to any person (other than for the purposes of submitting the Tender response).

In this declaration statement the word "person" includes any person and anybody or association, corporate or unincorporated.

The Client reserves the right to exclude any Tenderer from this procurement process who does not agree the the Submission Declaration Statement.

\*

Please Select...

Tender response submitted on behalf of the Tenderer by:

Name of Individual	
Role of Individual	

Questions suffixed with an asterisk (\*) are mandatory and should be completed prior to your final submission.

## Submission Confirmation

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Are you sure you want to submit a response to this form?