

# Instructions for Tendering

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## Queen Elizabeth Olympic Park

**Project:** **Creative and Marketing Services for the ArcelorMittal Orbit and The Slide**

**Contract Title:** **ArcelorMittal Orbit creative, marketing and digital agency support**

**Date:** **07/08/2018**

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## 1. Introduction

### 1.1. About this Pre-qualification pack

This document provides information about the Contracting Authority and the procurement process to be followed in respect of this Procurement.

This contract opportunity is for Creative and Marketing Services for the ArcelorMittal Orbit and The Slide.

This document should be read in conjunction with all the Procurement Documents available on the eSourcing portal.

Interested Suppliers must ensure that they read all relevant documents as they contain important information concerning the Contract opportunity, the instructions for, and rules of the Procurement process and the Project.

Interested Suppliers should note that Transport for London is conducting this Procurement on London Legacy Development Corporation's behalf.

### 1.2. List of Documents

The following documents together form the Procurement Documents for this procurement process.

**Table 1 Procurement Documents**

Document name	Short description and purpose
<b>GLA 81132 Instructions to Tender</b>	Details the procurement process and how evaluation will be completed
<b>GLA 81132 Specification</b>	Details the requirements of the procurement
<b>GLA 81132 SSQ Questions</b>	Stage 1 of the process is to complete the SSQ Questions
<b>GLA 81132 ITT Technical Questions</b>	Top 3 submissions from Stage 1 will be invited to submit responses to Stage 2 – technical questions
<b>GLA 81132 ITT Financial Template</b>	To be submitted as part of stage 2
<b>GLA 81132 Services Contract</b>	Draft contract terms and conditions
<b>Standard T&amp;Cs</b>	
<b>Appendix A</b>	Included in this document – Grounds for Mandatory and Discretionary Exclusion
<b>GLA 81132 Appendix B</b>	Reserved Information
<b>GLA 81132 Appendix C</b>	Contract Response - To be completed and submitted at Stage 2 ITT Submission in response to the draft contract terms and conditions

### 1.3. Purpose of the Supplier Selection Qualification Process

The purpose of the prequalification is for the Contracting Authority to assess the legality/eligibility, economic and financial capacity and technical and professional ability of those Suppliers that express an interest in the Contract opportunity by submitting an Application. The Applicants successful at this stage of the procurement process will be selected for the stage 2 (5.2 Stage 2 – Tendering and Evaluation) of this procurement process.

This document sets out the information to be provided by Suppliers wishing to express an interest in the contract. This SSQ explains the procedure by which expressions of interest will be assessed and includes information about the procurement timetable.

## 1.4. Glossary of terms

This glossary applies to all of the procurement documentation that forms part of this pre-qualification pack.

Term	Meaning
Applicant	An economic operator (whether a single bidding entity or a Consortium) who submits or intends to submit an Application.
Application	A response to the prequalification questions as set-out in Sections 9 and 10 of this document and the eSourcing portal.
Compliant Application	An Application that meets the minimum requirements of the Contracting Authority, as set out in this SSQ document.
[Confidentiality Undertaking (CU)	The document that each Applicant must review, sign and submit in order to obtain access to the complete set of procurement documents including information considered confidential by the Contracting Authority.
Contract	The Professional Services Contract which the Contractor for the Promotional and Creative Assets for the ArcelorMittal Orbit and The Slide will enter into at the conclusion of this Procurement process with the Contracting Authority.
Contracting Authority	Means LLDC which is procuring the Contract.
Contractor	The legal entity that enters into the Contract with LLDC.
Consortium (or Consortia)	Two or more organisations acting jointly for the purposes of being awarded a contract. For the avoidance of doubt, reference to Consortia shall include, for the purposes of this Procurement, a joint venture company, partnership or other legal entity already established. LLDC does not require a Consortium to form a single legal entity at this prequalification stage. However, as stated in the Contract Notice, LLDC reserves the right to require Consortia / groupings of providers to take a particular legal form or to require a single provider to take primary liability or to require that each party undertakes joint and several liability irrespective of the legal form of the contracting entity. Applicants should note that LLDC intends to enter into contract with a single party.
Convergence	The principle that, within 20 years, the communities who hosted the Games will have the same social and economic chances as their neighbours across London.
EU	European Union.
Evaluation	The process set out in this document that will be followed to review and evaluate the Applications.
Games	The London 2012 Olympic Games and Paralympic Games.
ITT	The Invitation to Tender documentation, which will be used by the shortlisted Applicants for submitting their tender responses.
Lead Organisation	The organisation responsible for submitting the Application on behalf of Relevant Companies (as appropriate) and for communicating with the Contracting Authority.
LLDC	London Legacy Development Corporation.
eSourcing	The electronic procurement service that LLDC uses to conduct certain elements of its procurement
Mandatory Undertaking (MU)	The document that each Applicant must review, sign and submit as part of their Application.
OJEU	Official Journal of the European Union
SSQ	The supplier selection questionnaire which forms a part of this document can be accessed on the eSourcing portal.. It also incorporates the Mandatory Undertaking.

SQ Application	The completed response to the SSQ
Priority Themes	LLDC has developed overarching Priority Themes that are intended to reflect LLDC's social, economic, inclusive and environmental purposes, define its contribution to the shared objective of 'Convergence'. The themes are Socio-Economic, Community Engagement, Inclusive Design and Sustainability.
Procurement	The process that commenced with the publication of the Contract Notice for the Project on the Official Journal of the EU and concluding with an award of a contract, or earlier termination of the Procurement.
Procurement Documents	All documents listed in Table 1 Procurement Documents.
Project	Has the meaning given to it in section 4 of this document.
Regulations or PCR	Public Contracts Regulations 2015.
Relevant Company	In the case of a consortium or joint venture Application, the term 'Relevant Company' is used to refer to each party of the consortium or joint venture. A Relevant Company, in this context, may mean a sole proprietor, partnership, limited liability partnership, company, co-operative, trust or any other legal entity.
Stakeholders	The organisations that have an interest in the successful delivery of the Project.
Supplier	'Supplier' is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
Tenderer	Means the Applicants that are shortlisted to progress to the ITT stage of this Procurement.
The Park / QEOP	Queen Elizabeth Olympic Park
VCSE	Voluntary Community and Social Enterprise
Working Day	a day other than a Saturday or Sunday upon which domestic banks are open for business in the City of London
"You"/"Your"	Means the body completing this questionnaire i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.

## 2. Disclaimers

Any disclaimers or limitations in this SSQ and ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of the Contracting Authority and their advisers and/or representatives.

This SSQ and ITT do not purport to be comprehensive, all-inclusive or to contain all of the information that an Applicant may require to complete their SSQ Application. Words such as "anticipate", "expects", "envisages", "projects", "intends", "plans", "believes", "will" and terms with similar meaning, indicate the present expectation held by the Contracting Authority of future events, which are subject to a number of factors and uncertainties that could cause the Contracting Authority's requirements to differ from those described in this SSQ. If the Contracting Authority's requirements change at any time during this procurement process, Applicants will be notified as soon as is reasonably practicable.

Any organisation considering responding to this SSQ and ITT shall conduct their own due diligence and shall seek their own professional, financial, legal and other advice as appropriate. Neither this SSQ and ITT, nor any of the Information (as defined below), shall be regarded as an investment recommendation made by the Contracting Authority or by any of its advisers or representatives acting on behalf of the Contracting Authority as appropriate.

Neither the Contracting Authority nor any of their advisers or representatives shall:

- accept any liability for the information, any statement, opinion and/or conclusion contained in this SSQ (including all supporting documentation) or for any written, oral or other communication transmitted or otherwise made available to any Applicant in connection with this procurement process ("Information");
- give any representation or warranty, express or implied, in relation to any of the Information and/or concerning the fairness, accuracy, adequacy or completeness of any of the Information; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on the Information, and/or the management of or conduct of the Contracting Authority during the Procurement.

The Contracting Authority reserves the right to:

- waive any requirements of this Procurement;
- request additional information or clarification from Applicants in relation to any aspect of their response to the SSQ and ITT;
- disqualify any Applicant that (i) does not meet the minimum requirements set out in this SSQ and ITT or (ii) submits a response to this SSQ and ITT which is not in accordance with the Contracting Authority's instructions as set out in this SSQ and ITT and any such instructions may be supplemented by the Contracting Authority from time to time;
- withdraw this SSQ and ITT or any part of or the whole of this procurement process at any time or to re-invite responses on the same or any alternative basis;
- not award the whole of or a part of the Contract as a result of this procurement process; or
- make whatever changes it sees fit to the timetable, structure and/or content of the procurement process for any reason.

The Contracting Authority reserves the right to reject or disqualify an Applicant at any time during this Procurement where:

- the response to the SSQ and ITT is submitted after the Deadline for Receipt of Application; or
- is completed incorrectly, is incomplete or fails to meet the Contracting Authority's requirements which have been notified to Applicants; or
- the Applicant or a Relevant Company is guilty of serious misrepresentation or fraud in relation to any response made by the Applicant, and/or any aspect of this procurement process; or
- there is a change in identity, control, financial standing or other materially adverse change affecting the Applicant or Relevant Company which in the reasonable opinion of the Contracting Authority cannot be addressed in a manner which preserves the transparency and non-discriminatory nature of the Procurement and therefore would have an adverse impact on the procurement process or the ability of the Applicant or a Relevant Company to perform the Contract; or
- there is an actual or potential commercial, professional, financial or other conflict of interest arising including one between the interests of the Contracting Authority and the Applicant, a Relevant Company, any sub-contractor of the Applicant or a Relevant Company or any of their respective professional advisers which in the reasonable opinion of the Contracting Authority cannot be addressed in a manner which preserves the transparency and non-discriminatory nature of the Procurement.

All Applicants and Relevant Companies are solely responsible for all their costs and expenses incurred in connection with, and at any stage of, this Procurement. Under no circumstances will the Contracting Authority or any of their advisers or representatives acting on their behalf, be liable for any costs or expenses borne by or on behalf of the Applicant a Relevant Company or any party associated with the Procurement.

Nothing in this process is intended to form any express or implied contractual relationship between the parties unless the Contract is awarded.

The Contracting Authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. The Contracting Authority may at its sole discretion be required to disclose any information submitted by Applicants as part of their response to this SSQ and ITT.

The submission of a response by an Applicant to this SSQ and ITT will be deemed to imply acceptance by the Applicant and all Relevant Companies (if any) of the terms and conditions (including the disclaimers) in this SSQ and ITT without qualification.

### **3. Background to the Project**

#### **3.1.The London Legacy Development Corporation**

LLDC was established through powers provided to the Mayor of London in the Localism Act 2011 and is accountable to Londoners through the Mayor.

LLDC is responsible for the development of a lasting legacy for the Park after the completion of the 'Games' and the other adjacent and associated areas for which it is responsible.

London is proud to be the city that not only delivered an outstanding Games but also the most successful legacy programme in Olympic and Paralympic history. The hallmark of this success is the 560 acre Queen Elizabeth Olympic Park (QEOP), already the most important new area in London, driving tangible social, economic and cultural growth.

LLDC works with a range of stakeholder organisations to fulfil the commitments made in bringing the 2012 Olympic Games and Paralympic Games to London, to benefit both London and the UK as a whole.

#### **3.2.QEOP Legacy Objectives**

The LLDC is responsible for overseeing the transformation of the QEOP and surrounding area into a home for people, businesses, sports, culture and education. The result so far is a compelling story of regeneration, with the potential to deliver 20,000 new homes and 40,000 jobs in and around the QEOP. All helping to fuel growth in east London, the capital's most diverse, young, entrepreneurial, cosmopolitan, arts-loving, energetic and digital destination - and the fastest-growing part of the city.

Since starting to reopen in 2013, Queen Elizabeth Olympic Park and its venues have continued to be world-famous for their high quality experiences and events. The Park now receives over six million visitors a year, and with the London Stadium at its heart, hosts everything from football and athletics, to music festivals and concerts and community events.

The Park is also a major development hub, with housing, business and cultural districts under development; this results in regular wayfinding changes, as well as large areas of temporary hoarding.



### 3.3.QEOP Mission and Mission

Vision: Creating a dynamic new metropolitan centre for London

Mission: To use the opportunity of the London 2012 Games and the creation of Queen Elizabeth Olympic Park to change the lives of people in east London and drive growth and investment in London and the UK, by developing an inspiring and innovative place where people want - and can afford - to live, work and visit.

The future for a London with a population growing towards 11 million people is one of multiple centres of gravity, and one in which national and international visitors are drawn not just to the traditional centre and West End but also – in numbers – to east London. The London Plan published by the Greater London Authority (GLA) identifies Stratford as a major centre with the potential to be a metropolitan centre.

Queen Elizabeth Olympic Park will be a vital contributor to that ambition, with a key role to play in extending the benefits of that geographic heart to the boundaries of the Mayoral Development Corporation (MDC) areas of responsibility – Hackney Wick and Fish Island, Bromley-by-Bow, Pudding Mill and Stratford.

The vision of the London Legacy Development Corporation (LLDC) is that the Park will be a huge draw in itself, as somewhere to live, work and play: taking a place that was the focus of attention for billions of people round the world for a few weeks in 2012 and making it a permanently attractive destination in a way that Olympic cities have never managed before. That vision, however, must be located in the wider ambition for the area if it is to have the regeneration impact promised in the Olympic bid.

## 4. The Project

### 4.1.Introduction

The ArcelorMittal Orbit is the UK's tallest sculpture, and the UK's most exciting viewing platform, with breathtaking views of London, the world's longest and tallest tunnel slide and the UK's highest freefall abseil. Designed by Sir Anish Kapoor and Cecil Balmond for the London 2012 Olympic and Paralympic Games, the ArcelorMittal Orbit perfectly combines breathtaking city views, inspiring contemporary art and adrenaline-inducing fun.

Visitors can zoom high into the clouds and explore London's famous skyline - enjoying an incredible panorama of up to 20 miles across London through stunning floor to ceiling windows, before experiencing the city's landmarks from the outside observation walkway suspended 262ft above the ground. Sights include Wembley Stadium, St Paul's Cathedral and Canary Wharf, as well as an exclusive bird's eye view of the iconic sporting venues of London 2012 including London Stadium. Innovative and interactive touchscreens allow visitors to zoom into the view; and they can interact with the art itself with Anish Kapoor's two huge concave mirrors, flipping the horizon and have fun with view.

As well as taking the lift back down, visitors have two other main ways to descend - enjoy the gentle descent of the 455 steps that wind their way around the sculpture (complete with a London soundscape); or experience the thrill of The Slide!

The Slide – the world's tallest and longest tunnel slide - twists, turns and drops through the iconic red steel frame of the ArcelorMittal Orbit. A 40 second descent of the 584ft long slide enables visitors to travel through light and dark sections at speeds of up to 15mph, as The Slide loops its way around the ArcelorMittal Orbit 12

times, taking visitors through gentle curves, thrilling drops and a tight corkscrew named 'the bettfeder' – bedspring in German.

The Slide is not just an exhilarating experience; it is also an exciting and interactive art installation. Created by German artist Carsten Höller at the invitation of the ArcelorMittal Orbit's designer, Sir Anish Kapoor, The Slide is a unique collaboration between two of the world's most renowned contemporary artists.

The ArcelorMittal Orbit also offers freefall abseil packages, and is an events and wedding venue.

The aim of this tender is to provide a range of creative, digital and marketing support services to the London Legacy Development Corporation – who manage the ArcelorMittal Orbit – with a particular focus on selling tickets to the public for the Viewing Platforms and The Slide.

The London Legacy Development Corporation (the Contracting Authority or the Legacy Corporation) is seeking to establish a contract agreement for Creative and Marketing Services for the ArcelorMittal Orbit and The Slide for the delivery of on a 'one-stop shop' service basis.

The term of the contract will be a period of three years on a 2+1 basis. The extension for each year will be at the sole discretion of the Contracting Authority. The target date for the commencement of the contract is the 10 December 2018. This contract will expire on the 9 December 2021.

The estimated budget for this contract is between £190,000 and £220,000 for the contract duration of 3 years. This does not include large scale media buying.

## 4.2.Location

The ArcelorMittal Orbit is based in Queen Elizabeth Olympic Park, next door to the London Stadium. The London Legacy Development Corporation offices – where most meetings would take place – are located at Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ.

## 5. Procurement

### 5.1.Procedure

The estimated value of the contract is above the relevant financial threshold set out in the Public Contracts Regulations 2015.

The Contracting Authority will procure and let this Contract by means of an OJEU Restricted Procurement Procedure provided for in the Public Contracts Regulations 2015.

The procurement will be undertaken in the following phases:

- Prequalification and short-listing (SSQ) (Stage1)
- Tendering and evaluation (ITT) (Stage 2)
- Contract Award (Stage 3)

The Contracting Authority reserves the right not to award any contract, to make whatever changes it sees fit to the structure and the timing of the procurement process or to cancel the process in its entirety or at any stage.

## 5.2.Stage 1 – Prequalification and Shortlisting (SSQ)

The purpose of the SSQ is to identify a shortlist of Applicants to be invited for stage 2 (6.3 Stage 2 – Tendering and Evaluation) of the procurement process.

Provided there is a sufficient number of suitably qualified Applicants (see section 8.4.4.2) the Contracting Authority shall invite the top scoring **three** Applicants to Stage 2 - the 'Invitation to Tender' (ITT) stage.

Section of SSQ		To pass:
Part 1 – Supplier Information		Provide all information and respond to pass/fail questions
Part 2 – Exclusion Grounds		Provide all information and respond to pass/fail questions
Part 3 – Selection Questions		Provide all information and respond to pass/fail questions
Part 4 – Technical Questions	T1 – Relevant Experience (25%)	Provide pdf response document for each of T1, T2, T3, and T4 as detailed. Technical questions are weighted 25% each and will be allocated a score based on the criteria detailed in section 5.3 of this document.
	T2 – Marketing Approach (25%)	
	T3 – Maintaining a Website (25%)	
	T4 – Media Buying (25%)	

SSQ Submissions will be ranked based on providing all above information and the scoring of Part 4 – Technical Questions of SSQ Document.

## 5.3.Stage 2 – Tendering and Evaluation (ITT)

Short-listed Tenderers will be requested to submit tenders as per the ITT document. These tenders will then be evaluated in accordance with the criteria set out in the ITT.

ITT submissions to technical questions will be allocated a score based on the below criteria:

Score	Guidance
0 - unacceptable	The response does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
1 – Poor	Some minor reservations of the tenderer's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
2 – Meets the Requirement	Demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with evidence to support the response.
3 – Good	Above average demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
4 - Outstanding	Exceptional demonstration by the tenderer of the relevant ability, understanding, experience, skills, and resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value and continuous improvement, with evidence to support the response.

The Technical: Commercial ratio is 60:40 with a 50% threshold on the overall technical score (minimum of 30 out of available 60 marks). Only submissions that pass the technical threshold will have their commercial submission scored. **Submissions that fail to meet the technical threshold will be excluded from the process.**

Submission	Detailed Criteria	Weighting
Technical (60%)	Creative Problem	20%
	Account Management	10%
	Resource	5%
	Sustainability job creation	5%
	Website Maintaining	10%
	Presentation	10%
Commercial (40%)	Day Rates for: Creative (5%) Media Buying (5%) Digital Services (5%)	15%
	Pricing of Elements Element 1 (10%) Element 2 (10%) Element 3 (5%)	25%

## Commercial Evaluation

The method of evaluating the financial aspect is:-

Inverse proportion of lowest cost:

Weighted Score =  $\frac{\text{Lowest cost}}{\text{Tender Cost}} \times 40\%$

## Contract Response

**GLA 81132 Appendix C – Contract Response document should be submitted with the ITT submission in response to the draft contract terms and conditions. Acceptance of the Terms and Conditions of Contract will be Pass/Fail if an agreement cannot be reached**

## Presentations

The top 5 bidders that progress from stage 1 to stage 2 will be invited to presentations as part of stage 2 technical evaluations.

Presentations are currently scheduled in for week commencing 12/11/18 (subject to change).

Bidders can bring up to 4 members of their team to the presentation and this must include the account/contract manager and a member of their creative team who will be working on this project.

Weighting for presentation element: 10%

20 minute presentation  
15 minutes for questions

## Presentation will cover:

Criteria to present on:	Weighting:	What evaluation panel will look for:
The creative solution which is proposed in the submission	7.5%	<ul style="list-style-type: none"> <li>A clear and strategic approach to creative development</li> <li>A high quality end creative product</li> <li>A collaborative approach to ongoing working</li> <li>A clear and professional presentation from the team attending</li> <li>The opportunity to meet those people who would be delivering the work</li> </ul>
Explain how LLDC and the bidder would work together on an ongoing basis	2.5%	

## 5.4.Stage 3 – Contract Award

Following the Stage 2 evaluation the Tenderers shall be notified of the outcome of the Procurement and a standstill period observed prior to the award of the Contract.

Feedback for unsuccessful bidders will be provided at the end of the procurement process.

## 5.5.Procurement Timetable

The indicative timetable for the procurement is set out below:

Key Milestone	Expected Date
Issue Procurement Documents	07/08/2018
SSQ Clarification Deadline	30/08/18 17:00
SSQ Submission Deadline	10/09/18 10 AM
Notification of top 3 shortlisted applicants to be invited to tender	21/09/18
ITT Clarification Deadline	15/10/18 17:00
ITT Submission Deadline	22/10/18 12 Noon
ITT Presentations	w/c 12/11/18
Notification of ITT Award Decision	19/11/18
Standstill period	19/11/18 – 30/11/18
Contract Award	w/c 3/12/18
Contract Commencement	w/c 10/12/18

The Contracting Authority reserves the right to amend these timescales and to introduce an additional stage or stages into the Procurement process within the scope of the Regulations.

## 6. General Information

### 6.1.Stakeholders

The Contracting Authority is working with a wide-range of stakeholders who have an interest in the successful delivery of the legacy and transformation works. These stakeholders include the national, regional and local government, statutory authorities, funders, project partners and national, international, regional and local sporting bodies. The final list of Stakeholders will be compiled and given to Tenderers short-listed for the ITT stage of the Procurement.

### 6.2.Applicant Structure

The Contracting Authority anticipates that prospective Applicants may be:

- (i) sole legal entities; or
- (ii) groups of legal entities e.g. consortia, joint ventures, unincorporated associations or partnerships

who offer the full range of skills, experience, technical, legal and financial capability and economic strength to meet the requirements of the Project.

Where an Application is a joint approach then each of the Relevant Company will be jointly and severally responsible for the performance of the Contract.

The Contracting Authority does not require a Consortium to form a single legal entity at this SSQ stage, however, the Contracting Authority does reserve the right to require Consortia to take a particular legal form or to require a single provider to take primary liability or to require that each party undertakes joint and several liability irrespective of the legal form of the contracting entity.

The Contracting Authority wishes to establish the best possible understanding of the technical, legal and financial standing of the Applicants to this Contract opportunity, therefore the Contracting Authority is seeking information from both the Applicant and its Relevant Companies, where applicable, as set-out in section 9 below. All members of the consortium will be required to provide the information sought in all questions of the SSQ as part of a single composite response to the Contracting Authority. For the avoidance of doubt, unless otherwise stated in the question, the Lead Organisation should submit a single response to each question on behalf of all the Relevant Companies forming the Consortium.

Where an Applicant is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), the Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity.

The Contracting Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Applicants should therefore respond on the basis of the arrangements as currently envisaged. Applicants are reminded that the Contracting Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Contracting Authority reserves the right to deselect the Applicant/Tenderer (as appropriate) prior to any award of contract, based on an assessment of the updated information.

### 6.3.Sub-Consultants / Sub-Contractors

Sub-consultants / Sub-Contractors may choose to participate in a SSQ and ITT Application with more than one proposed multi-disciplinary team. However, the same individual within a company cannot be included within more than one SSQ and ITT Application. This is to mitigate the risk of a conflict of interest at the short-listing stage in the event of a sub-consultant company being shortlisted pursuant to more than one Application.

For the avoidance of doubt an organisation may identify itself as the Lead Organisation in respect of one Application only.

Where an Applicant proposes to use one or more sub-consultants/sub-contractors to deliver some or all of the contract requirements, details of the proposed bidding model has to be provided that includes members of the supply chain, the percentage of work being delivered by each sub-consultants/sub-contractors and the key contract deliverables each sub-contractor will be responsible for.

The Contracting Authority recognises that arrangements in relation to sub-contracting/sub-consulting may be subject to future change, and may not be finalised until a later date. However, Applicants should be aware that where information provided to the Contracting Authority indicates that sub-consultants/sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting/sub-consulting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the Contracting Authority immediately of any change in the proposed Sub-consultants/sub-contractors arrangements. The Contracting Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

### 6.4.Confidentiality

Recipients of this SSQ and ITT (whether they submit a SSQ and ITT Response or not) shall treat the contents of the SSQ and ITT and any associated documents as private and confidential and safeguard them accordingly. Recipients of this SSQ (whether they submit a SSQ and ITT Response or not) shall not disclose, copy, reproduce, distribute or pass the information contained in the SSQ and ITT and any associated documents to any other person at any time. Recipients of this SSQ and ITT shall not use the information in the SSQ and any associated documents for any purpose other than for the purposes of participating in the SSQ and ITT.

Applicants shall procure that each of their Officers, advisers, agents, employees, consultants or sub-contractors (of any tier) who receive any of the information in the SSQ and ITT and any associated documents are made aware of, and comply with, the provisions of this paragraph as if they were an Applicant.

Applicants may disclose, distribute or pass the information in the SSQ and ITT and any associated documents to another person (including, but not limited to, for example, Officers, advisers, agents, employees, consultants or sub-contractors (of any tier) to the Supplier) if either:

- this is done for the sole purpose of enabling a SSQ and ITT Response to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in the SSQ and any associated documents; or



- the Applicant obtains the prior written consent of the Contracting Authority in relation to such disclosure, distribution or passing of the information in the SSQ and ITT and any associated documents.

The information contained in the SSQ and ITT and any associated documents, and any additional information provided by the Contracting Authority, should not be used, copied, disclosed or disseminated for any purpose save to the extent that such use, copying, disclosure or dissemination is necessary for the purpose of the procurement process or to comply with any legal or regulatory obligation.

When providing details of contracts in answering the questions in this SSQ and ITT relating to Technical and Professional Ability, the Applicant agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Contracting Authority reserves the right to contact the named customer contact in the “Relevant experience and contract examples” section of the prequalification questionnaire. The named customer contact does not owe the Contracting Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The Contracting Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations 2015.

### **6.5.Conflict of Interest**

Each Applicant and each Relevant Company must notify the Contracting Authority in their response to this SSQ and ITT if they are aware of any actual or potential conflict of interest concerning the commercial, financial or other interests of LLDC and the Applicant and/or the Relevant Company, which may, or may be perceived by the public to, compromise the conduct of this procurement exercise and/or the performance of the Contract. If the Applicant and each Relevant Company believe there are no such conflicts of interest they must submit a statement to this effect in their response to the SSQ and ITT. The Contracting Authority reserves the right to reject responses from Applicants where a conflict of interest is viewed as affecting either or both the conduct of this Procurement or the performance of the Contract and there are no reasonable and proportionate measures available that can address such concerns in a satisfactory manner. Applicants and Relevant Companies are under a continuing obligation to notify the Contracting Authority if circumstances change during this Procurement and any statements given to the Contracting Authority during this procurement become untrue.

### **6.6.LLDC’s Commitment to Procurement ‘Best Practice’**

LLDC understands the level of commitment required from interested Suppliers to pursue a Contract opportunity such as this. This Procurement process has been designed to ensure a fair, open, non-discriminatory and auditable competitive process.

### **6.7.Compliance with Policy and Strategy**

#### **Convergence**

London’s promise for the Games was that, “the most enduring legacy of the Olympics will be the regeneration of an entire community for the direct benefit of everyone who lives there.”

The legacy development of QEOP to deliver a once in a lifetime opportunity and transform a part of our city for the better is already well underway. Providing Londoners with state-of-the-art sporting and cultural

venues, parklands and infrastructure, the foundations for a legacy of developments spanning 20 years that will transform the 2012 Games' parkland and venues have been laid.

Nonetheless, despite the opportunity and successes to date, east London continues to face some notable challenges with residents facing worse life chances across a range of key indicators from education to employment and health. In response to these challenges, the Growth Boroughs, the Mayor of London and central government have been working in partnership to deliver the principle of 'Convergence' as the overall long term aim for regeneration in east London.

To this end, a Convergence Action Plan has been developed that focuses on three priority themes:

- Creating wealth and reducing poverty;
- Supporting healthier lifestyles; and
- Developing successful neighbourhoods.

Delivering Convergence will transform the social and economic chances of residents in the boroughs surrounding the Olympic Park, such that within 20 years, they will enjoy the same opportunities as London as a whole.

The development of QEOP will be a key catalyst in the delivery of Convergence, offering opportunities for local people, communities and businesses to benefit through the creation of jobs, apprenticeships and economic growth.

### Priority Themes

LLDC has also developed four Priority Themes, which run through all of its policy areas and are intended to reflect its social, economic and environmental purposes, define its contribution to the shared objective of 'Convergence' and to shape and drive its whole work programme:

- Promoting Convergence and community participation;
- Championing equalities and inclusion; and
- Ensuring high quality design
- Ensuring environmental sustainability

At the ITT stage Tenderers may be required to demonstrate how they will assist LLDC to fulfil its objectives as set out in the Priority Themes and the Policies.

To deliver its Priority Theme commitments LLDC has developed several policies and strategies to set out its priorities for action across all of its work areas. These are available on the LLDC website: <http://queenelizabetholympicpark.co.uk/our-story/the-legacy-corporation/policies>.

The following policies and strategies make up the Priority Themes:

- Socio-Economic Policy
- Sport and Healthy Living Policy
- Community Engagement Policy
- Equality and Inclusion Policy
- Design Quality Policy
- Intrusive Works Policy

## London Living Wage

The London Living Wage is a minimum wage level set by the Greater London Authority every year according to cost of living and gives the minimum pay rate required for a worker to provide their family with the essentials of life. The London Living Wage is a priority for the Mayor of London and the LLDC has adopted it for QEOP. More information on the London Living Wage can be found here <https://www.livingwage.org.uk>.

Shortlisted Applicants for the ITT stage will be invited to outline how they will support and implement the payment of the London Living Wage.

## 6.8.Fraud, Corruption & Whistle-blowing

As a public body, LLDC has implemented stringent requirements to prevent fraud and corruption and to implement procedures to protect whistleblowers throughout its workforce. It expects the successful Contractor to implement their own robust procedures to ensure ethical standards throughout their workforce. Interested organisations must only submit a response to this SSQ if they can comply with and will continue to comply with the terms of the Mandatory Undertaking.

## 6.9.Health, Safety and Environment

LLDC requires high standards of health and safety to be adopted and maintained by its contractors, in accordance with its Health, Safety and Environment Standard. The Contractor will be required to comply with the standards in this area and to provide relevant data to demonstrate if required.

## 6.10. Security

Security is paramount in achieving a safe and secure Legacy for QEOP. LLDC requires that appropriate security arrangements are used by contractors in accordance with its requirements for physical Park and site-specific security, as well as information security management procedures.

## 6.11. Quality Assurance

Quality in the provision of works and services is paramount in LLDC achieving its aim for the delivery of the Legacy. It will require the Contractor to have in place appropriate quality assurance processes and procedures commensurate with the aspirations of LLDC in creating world-class educational facilities. The minimum levels that are acceptable for this Contract are outlined in the PQ questionnaire and Evaluation Criteria and Weighting section as shown below.

# 7. Evaluation process

Suppliers wishing to express an interest in this Contract opportunity must complete and submit an Application by no later than the Deadline for the Receipt of Applications. The Procurement process is being conducted electronically via the TfL eSourcing portal. All queries, SQQ responses and any supporting documentation must be submitted through this system.

## 7.1.Format of Responses

**Applicants must adhere to the format of this SSQ and ITT when answering the questions and must answer every question and provide any additional information requested within this SSQ and ITT. Failure to do so will result in your SSQ and ITT being disqualified and not being considered further.** Please answer all questions as accurately and concisely as possible. Where in the unlikely situation that, a question is not relevant to the Applicant's organisation, please write N/A and provide an explanation to justify this response.

Applicants should submit only such information as is necessary to respond effectively to this SSQ. Unless specifically requested, presentation and general marketing materials should not be supplied. For the avoidance of doubt, if such materials are included they will not be evaluated by the Contracting Authority.

LLDC recognises that a Supplier may wish to participate in this procurement as part of a consortium or other grouped arrangement.

Where a consortium or other group bidder is proposed, responses to this SSQ and ITT must comply with the requirements and should be provided by the lead member of the consortium. Consortia members can rely on the financial capacity of the other members of the consortium or their group of companies.

All responses must be in English (or accompanied by a full English translation at no cost to the Contracting Authority).

**Applicants should include a single nominated contact from within their organisation for this Procurement.** LLDC will not be responsible for contacting the Applicant through any route other than the nominated contact, unless notified otherwise by the Applicant.

## 7.2.Queries about the procurement

Any queries relating to this SSQ must only be raised via the eSourcing portal. Any queries received later than the Deadline for the Receipt of Applications, will not be answered by the LLDC. No approach of any kind in connection with this SSQ should be made to any other person within, or associated with, the LLDC.

If the LLDC considers any query to be of material significance, both the query and the response will be communicated to all Applicants who have responded; have expressed an interest; or those that show an interest before the closing date for the submission of the Application.

Applicants must indicate in their queries if they consider that the query is confidential in nature such that it should not be circulated to all Applicants. LLDC will inform the Applicant if it does not consider the query is confidential and the Applicant will be able to elect to withdraw the query. If the query is not withdrawn, the response will be issued to all Applicants. For the avoidance of doubt, even if a query is considered to be confidential by LLDC and / or the Applicant, there may be a requirement for the query to disclose the query pursuant to a request under the Freedom of Information Act 2000 or related legislation.

Applicants may be asked to clarify answers or required to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this SSQ and ITT.

## 7.3.Evaluation process

The following steps will be taken as part of the SSQ evaluation process:

1. Completeness and Compliance with SSQ requirements check;
2. Consideration of grounds for exclusion;
3. Economic and Financial Due Diligence;
4. Assessment of Technical and Professional Ability;
5. Notification of the Outcome.

### 8.4.1. Step 1: Completeness and Compliance Check

- Establish whether all required information has been submitted before the Deadline for the Receipt of the Applications (i.e. that they are a 'Compliant Application');

- Establish whether the Applicant and/or a Relevant Company should be excluded from the Procurement on the basis of not meeting the minimum requirements set out in this document.

Only those Compliant Applications which have passed (or not failed) in respect of this step 1 will proceed to step 2 below.

#### **8.4.2. Step 2: Consideration of Grounds for Exclusion**

Establish the identity of the Applicant and whether the Applicant should be disqualified under the requirements of the Regulations. Only those Compliant Applications which have passed (or not failed) in respect of this step 2 will proceed to step 3 below.

### **Details relevant to the grounds for exclusion have been provided in Appendix A**

#### **8.4.3. Step 3: Economic and Financial Due Diligence**

Applicants will be required to demonstrate that they meet the financial requirements set out in the Selection Criteria of this SSQ. Financial due diligence will be conducted on the solvency and financial strength of the Applicant, its Relevant Companies and/or parent or ultimate holding companies, if relevant.

Only those Compliant Applications which have passed (or not failed) in respect of this step 3 will proceed to step 4 below.

#### **8.4.4. Step 4: Assessment of Technical and Professional Ability**

Evaluation of the technical capability and relevant experience of an Applicant and its Relevant Companies will be carried out on the basis of the Applicant's responses to the "Technical and Professional Ability" questions set out in the SSQ.

##### **8.4.4.1. Selection Criteria and Weightings**

The selection criteria and their weightings are set out in section 9 of this document. The questions can be found on the eSourcing portal for Applicants to access and submit their response. Each SSQ question has been given a specific weighting. The individual scores of all relevant questions will then be aggregated to provide the top-level scores.

In the case of a Consortium, unless otherwise stated in the question, the Lead Organisation should submit a single response to each question on behalf of all the Relevant Companies forming the Consortium.

##### **8.4.4.2. Ranking based on Experience and Capability**

Applicants will be ranked according to their total score - awarded on the basis of the application of the selection criteria contained in section 0 of this document and the eSourcing portal.

The Contracting Authority shall shortlist the top three scoring Applicants subject to their being suitably qualified Applicants.

#### **8.4.5. Step 5: Notification of the Outcome**

The Contracting Authority will issue notification letters to the Applicants, advising of the outcome of the assessment of their Application.

## 9 Selection criteria and Weightings

SSQ Applications will be evaluated in accordance with the selection criteria as explained in section 9 of this document. In the event that the responses are deemed to be unsatisfactory, LLDC reserves the right to consider alternative procurement options.

LLDC will disqualify any Applicant (or Tenderer as appropriate) from the Procurement:

- Whose response submitted is not done so in accordance with the instructions given in this SSQ; or
- Who fails to provide a satisfactory response to any questions in the SSQ or inadequately or incorrectly completes any question; or

Who submits a SSQ after the Deadline for the Receipt of Applications.

### 9.1 Mandatory Criteria

Applicants and Relevant Companies must confirm (i) that there are no mandatory or discretionary grounds for their exclusion from this procurement process in accordance with the Regulations (check Appendix A

) and (ii) their acceptance and agreement to be bound by the terms of the Mandatory Undertaking as uploaded on the eSourcing portal. In the case of a Consortium, the responses to these questions must be given for all the Relevant Companies.

### 9.2 Pass/Fail Criteria

Applicants that fail any of the pass/fail questions, as set out in this SSQ document and on the eSourcing portal will be excluded from further consideration.

### 9.3 Responses Required For Information Only

Certain elements of the SSQ request contact and general information about the Applicant and its Relevant Companies. This is intended as background information only and the information submitted in response to such questions will not be evaluated.

### 9.4 Selection criteria and weighting

Each SSQ question that is scored will be given a specific weighting as part of the evaluation process. Each scored question will then be aggregated back to form the following top-level scores.

## Appendix A

### Grounds for mandatory exclusion

As per PCR 2015, Applicants can be excluded from the procurement process based on the following mandatory exclusion criteria.

If in the last five years any member (Directors or partner or any other person who has powers of representation, decision or control) of the Applicant or any of the Relevant Companies has been convicted of the following offences:

(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
(c) the common law offence of bribery;
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
(i) the offence of cheating the Revenue;
(ii) the offence of conspiracy to defraud;
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;
(f) any offence listed—



(i) in section 41 of the Counter Terrorism Act 2008; or
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
(k) an offence under section 59A of the Sexual Offences Act 2003;
(l) an offence under section 71 of the Coroners and Justice Act 2009
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

## Non-payment of taxes

An Applicant may be excluded from the procurement process if it has been established 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 Applicant is established (if outside the UK), that your Application is in breach of obligations related to the payment of tax or social security contributions.



## Grounds for discretionary exclusion – Part 1

The Contracting Authority may exclude an Applicant if any of the following situations set out in paragraphs (a) to (j) have applied or currently apply to the Applicant or any Relevant Companies:

(a)	has violated applicable obligations referred to in Regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;
(b)	is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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;
(c)	is guilty of grave professional misconduct, which renders its integrity questionable;
(d)	has entered into agreements with other economic operators aimed at distorting competition;
(e)	has a conflict of interest within the meaning of Regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
(f)	has a prior involvement in the preparation of the procurement procedure that has resulted in a distortion of competition, as referred to in the Regulation 41, that cannot be remedied by other, less intrusive, measures;
(g)	has 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;
(h)	has— (i) been 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; or (ii) withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or
(i)	has undertaken to – (aa) unduly influence the decision-making process of the Contracting Authority, or (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or
(j)	has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

## **Conflicts of interest**

In accordance with paragraph (e) above, the Contracting Authority may exclude the Applicant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Applicant to inform the Contracting Authority, detailing the conflict. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Contracting Authority should not represent a conflict of interest for the Applicant.

## **Taking Account of Bidders' Past Performance**

In accordance with paragraph (g) above, the Contracting Authority may assess the past performance of an Applicant (through a Certificate of Performance provided by a Customer or other means of evidence). The Contracting Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Applicant completing this SSQ. The Contracting Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Contracting Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

### **'Self-cleaning'**

Any Applicant that answers 'Yes' to questions 2.1, 2.2 and 3.1 of the SSQ (grounds for mandatory and discretionary exclusion) should provide sufficient evidence that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Applicant has to demonstrate it has taken such remedial action, to the satisfaction of the Contracting Authority in each case.

If such evidence is considered by the Contracting Authority (whose decision will be final) as sufficient, the Applicant concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Applicant shall, as a minimum, prove that it has;

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

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