



STANDARD TENDER INFORMATION FOR BIDDERS

November 2025

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1. Note to Suppliers and Bidders

This document sets out the City of London Corporation's ("The City") policies and procurement requirements that may be applicable to individual tenders. Each individual procurement procedure (tender) will confirm which items will be applicable in "The City of London Policies and Procurement Requirements" (Appendix A of the tender documents).

1.1. UK GDPR Privacy Notice

The City of London Corporation is a data controller, and processes personal data in accordance with the United Kingdom General Data Protection Regulation and the Data Protection Act 2018. For full details of how and why the City of London Corporation processes personal data, please refer to the full privacy notice at www.cityoflondon.gov.uk/privacy. These privacy notices are layered by department, please see the 'Chamberlain's Department' for the relevant procurement privacy notices. Alternatively, you can request a hard copy. Please direct all data protection queries to the Information Compliance Team at information.officer@cityoflondon.gov.uk.

1.2. Central Digital Platform

Bidders must be registered and share their core information on the Central Digital Platform (CDP) prior to the submission deadline of any Invitation to Tender (ITT).

It is the bidder's responsibility to ensure the CDP contains complete, accurate and up to date information about their organisation and any associated suppliers which are relevant for the purposes of the ITT. When tendering for a City Corporation contract, bidders must notify the City immediately if they are unable to register on the CDP and/or provide accurate and up to date information via the CDP.

1.3. General Tender Instructions

Bidders must complete, upload and submit their tender response using the [City of London Corporation Sourcing & Contracts Portal](#).

Please answer every question as requested and in accordance with the guidance notes and information provided.

All answers and associated attachments must be in English. The procurement process and any subsequent contract awarded will be subject to English law and the exclusive jurisdiction of the English courts. All specified word counts must be adhered to and any information included over the word count will not be considered.

When prompted to accept our Terms and Conditions (T&Cs), we expect you have read, understood, and are in agreement with the proposed terms. Please note that the City does not allow bidders to amend the T&Cs other than in cases of manifest error in the text or incompatibility of the terms with the procurement at hand. Please note that once the Tenders have been returned, no amendments (except as stated previously) will be considered.

No other documents, appendices or information (including policies or general marketing literature) should be submitted with the Tender, other than those specifically requested. Any such information will not be considered. Where diagrams, process maps, drawings etc. are permitted these do not count towards the word limit.

Any communication during the tender **MUST** be via the City of London Corporation Sourcing & Contracts Portal. The City reserves the right to disqualify any bidder who communicates outside of the City of London Corporation Sourcing & Contracts Portal.

The City reserves the right to issue supplementary documentation at any time during the tender process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

1.4. Requests for Clarification Prior to Submission

It is bidders' responsibility to understand all aspects of the ITT including the T&Cs. Any requests for clarification arising from the ITT must be submitted via the City of London Corporation Sourcing & Contracts Portal system messaging facility. This includes any clarifications or areas of concern within the T&Cs before the tender period has closed.

The City aims to respond in a timely manner, although may need to request further information in order to respond appropriately. The City reserves the right not to respond to requests for clarification that it considers are unreasonable or irrelevant.

The deadline for the submission of a request for clarification in the procurement process will be set out in the Indicative Procurement Timetable.

The City will respond via the City of London Corporation Sourcing & Contracts Portal to requests for clarification, where a response is deemed necessary. It is the responsibility of bidders to visit the City of London Corporation Sourcing & Contracts Portal during the tender period to access any requests for clarification and responses that have been posted.

The City will publish on the City of London Corporation Sourcing & Contracts Portal, in an anonymised form, all requests for clarification and responses. The identity of bidders that submit clarification requests will not be disclosed to other bidders on the City of London Corporation Sourcing & Contracts Portal. The content of requests for clarification and responses to requests for clarification will not be treated as confidential by the City if this is not specifically requested by a bidder.

Bidders should clearly identify any requests for clarification (or parts of requests) which they consider to be commercially confidential, stating the reasons why they consider the request to be so. The City will decide at its sole discretion whether or not to accept the bidder's request. If the City does not accept the request for confidentiality, the City will notify the bidder who has made the request, so that the bidder may have the opportunity to withdraw the request. In such circumstances, should the bidder fail to withdraw the request within three working days, the City reserves the right to publish the request and the City's response to it via the City of London Corporation Sourcing & Contracts Portal.

1.5. Submission of Tenders

Completed Tenders must be returned via the City of London Corporation Sourcing & Contracts Portal system no later than the deadline as set out in the Indicative Procurement Timetable for each tender, unless a revised deadline is communicated to bidders by the City (the "Tender Deadline"). It is entirely the responsibility of the bidder to ensure that it submits its Tender by the Tender Deadline. If a Tender is received after the deadline the City may at its discretion reject the Tender.

If a bidder requires any assistance submitting its Tender through the City of London Corporation Sourcing & Contracts Portal system, it should refer to the online guides and/or the helpdesk available on the City of London Corporation Sourcing & Contracts Portal. It is the responsibility of the bidder to ensure adequate time is allowed especially when uploading large documents on to the tender portal.

Only one Tender is permitted from each bidder. In the event that more than one is submitted by a bidder, the one with the latest time of submission will be evaluated (provided the latest Tender is submitted by the Tender Deadline) and the other(s) disregarded.

Any tenders submitted after the deadline may not be considered.

It is the bidder's responsibility to ensure that the ITT has been completed accurately. All of the information presented will be taken at face value and the City reserves the right to request post tender clarifications.

The City will undertake a compliance check upon opening the Tender. It is essential that all questions in the ITT are answered and that all information requested is submitted and in the correct format.

The City may at its discretion reject Tenders that do not include Certificates and Declarations that are properly signed, dated and unqualified. Bidders must indicate that they have read and agree to the Form of Tender provided. Failure to do so or unauthorised substitution of the Form of Tender shall result in the rejection of the offer.

If a bidder's Tender contains omissions, the City reserves the right (at its discretion) to disqualify the entire bid or to seek further clarification regarding the omission. In practice, if there are significant omissions the City is likely to exercise its discretion to disqualify the entire Tender.

Tenders must not be qualified in any way. A qualified Tender may not be accepted on the grounds that it does not constitute a proper offer which the City wishes to consider. The City defines a 'qualified Tender' as a counter-offer or a bid which amends the specification, terms and conditions, and/or any other part of the tender documents from what is specified by the City.

Alternative Bids will be permitted where this is stated in the specification or supporting documentation only.

1.6. Bidder Warranties

In submitting a Tender, the Bidder warrants, represents and undertakes to the City that:-

- a. It has complied in all respects with the instructions to Bidders.
- b. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the City by the Bidder or its Staff in connection with or arising out of the Tender are true, complete and accurate in all respects.
- c. It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender Documents and that it has not submitted the Tender and will not enter into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the City other than in the Tender Documents on any Tender Circulars that may be issued.
- d. It has full power and authority to enter into the Contract and provide the Services and will if requested produce evidence of such to the City.
- e. It is of sound financial standing and the Bidder and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Bidder) submitted to the City which may adversely affect such financial standing in the future.
- f. It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, and other resources available to deliver the Services in accordance with the Contract and for the initial Contract Period and any period of extension.
- g. It has obtained, or it has made arrangements to ensure that it will have obtained by the Commencement Date, all and any necessary consents, licences and permissions to enable it to carry out the Services and it will throughout the Contract Period obtain and maintain all further and necessary consents, licences and permissions to enable it to continue so to do.

1.7. City's Right to Reject Tenders

The City reserves the right to reject or disqualify a bidder where:-

- a Tender is completed incorrectly, is materially incomplete or fails to meet the Tender requirements which have been notified to bidders;
- a tender is qualified or alterations have been made to the tender documents provided or the terms of tender documents.
- the bidder (and/or a member(s) of its consortium, sub-contractor(s), and associated person(s)) is excluded or excludable in accordance with Schedules 6 and 7 of the Procurement Act 2023;
- the bidder contravenes any of the requirements of the ITT; or
- there is a material and adverse change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the bidder (and/or a member(s) of its consortium).
- the City may (subject to compliance with section 19 of the Procurement Act 2023) reject a Tender if in the reasonable opinion of the City the offer made by a bidder is abnormally low.

The disqualification of a bidder will not prejudice any other civil remedy available to the City and will not prejudice any criminal liability that such conduct by a bidder may attract.

1.8. Canvassing

Once a tender opportunity has gone live, the City reserves the right to disqualify (without limiting the remedies the City may seek, or the other action the City may take) any bidder who, in connection with the ITT:-

- offers any inducement, fee or reward to any member or officer of the City or any person acting as an adviser for the City in connection with the ITT;
- does anything which would constitute a breach of a relevant breach of the Bribery Act 2010;
- directly or indirectly canvasses any member or officer of the City in connection with an active ITT; or
- contacts any member or officer of the City prior to contract signature about any aspect of an active ITT in a manner not permitted under the Terms of the ITT.

1.9. Conflicts of Interest

The City may exclude the bidder 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 bidder to inform the City, detailing the conflict in a separate appendix. If it has been carried out in a transparent manner, routine pre-market engagement carried out by the City should not represent a conflict of interest for the bidder.

In the event of any actual, potential or perceived conflict of interest, the City shall in its absolute discretion decide on the appropriate course of action. The City reserves the right to:

- a. exclude any bidder that fails to notify the City of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
- b. request further information from any bidder and require any bidder to take reasonable steps to mitigate a conflict of interest. This may include requiring any bidder to enter into a specific conflict of interest agreement with the City. Failure to do so may result in the bidder being excluded from participating in, or progressing as part of, the Procurement process

The City strongly encourages bidders to contact the City as soon as possible using the City of London Corporation Sourcing & Contracts Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

1.10. Non-Collusion

The City reserves the right to disqualify (without limiting the remedies the City may seek, or the other action the City may take) any bidder who, in connection with an active tender:-

- fixes or adjusts the amount of the Tender by or in accordance with any agreement or arrangement with any other bidder or member of that bidder's consortium (other than a member of its own consortium);
- enters into any agreement or arrangement with any other bidder or member of that bidder's consortium to the effect that he shall refrain from making a Tender or as to the amount of any Tender to be submitted;
- causes or induces any person to enter such agreement as is mentioned in either of the two preceding paragraphs or to inform the bidder or member of that bidder's consortium of the amount or approximate amount of any rival Tender;
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Tender; or
- communicates to any person other than the City the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

1.11. Confidentiality

Each ITT has been made available by the City on condition that:

- bidders shall at all times treat the ITT information as confidential
- Subject to the exceptions referred to below, bidders shall not disclose, copy, reproduce, distribute or pass the ITT Information to any other person at any time;
- bidders shall not use the ITT Information for any purpose other than for the purposes of making (or deciding whether to make) a Tender; and
- bidders shall comply with the specified restrictions on publicity activity within any section of the media or similar.

Where a bidder is a consortium, the bidder shall ensure that each member of their consortium who receives any of the ITT Information is made aware of, and comply with, the provisions of this section as if they were a bidder in their own right.

Bidders may disclose, distribute or pass the ITT Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers to the bidder or the bidders' insurers) if either:-

- This is done for the sole purpose of enabling a Tender to be made and the person receiving the ITT Information undertakes in writing to keep the ITT Information confidential on the same terms as set out in the ITT; or
- The bidder obtains the prior written consent of the City in relation to such disclosure, distribution or passing of the ITT Information.

The City may disclose detailed information relating to Tenders to the City members, officers, employees, agents or advisers and they may make the Tenders available for inspection by City members, officers, employees, agents or advisers to the City.

The City also reserves the right to disseminate information that is materially relevant to all bidders, even if the information has only been requested by one bidder, subject to the duty to protect any bidder's commercial confidence in its Tender. Should bidders wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another bidder a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other bidders" and the bidder must set out the reason or reasons for the request for non-disclosure to other bidders. The City will act reasonably as regards the protection of commercially sensitive information relating to the bidder, subject to duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

1.12. Non-Disclosure Agreement

The City may require bidders to complete a Non-Disclosure Agreement before releasing confidential information relating to the Tender. This will be confirmed with each individual ITT.

1.13. Intellectual Property

The copyright of any ITT is vested in the City and may not be reproduced, copied or stored in any medium without the prior written consent of the City except in relation to the preparation of a Tender. All documentation supplied by the City in relation to the ITT is and shall remain the property of the City and must be returned on demand, without any copies being retained.

1.14. Publicity

Bidders (and all of the members of any consortium) shall not undertake (or permit to be undertaken) at any time, whether at this stage or contract signature, any publicity activity with any section of the media in relation to the Contract other than with the prior written agreement of the City. Such agreement shall extend to the content of any publicity. The word 'media' in the context of this paragraph includes, but is not limited to radio, television, newspapers, trade and specialist press, the Internet and email accessible by the Public.

1.15. Accuracy of the ITT Information and Liability of the City and its Advisors

ITT Information is prepared by the City in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the detailed information contained in each ITT and should carry out their own due diligence checks and verify the accuracy of the detailed information contained in the ITT. Nothing in the ITT is, or should be construed as, a promise or representation as to the future.

The ITT sets out the City's current requirements in respect of the contract. In the event of any inconsistency or conflict between the ITT and any communication previously issued by the City (including any market engagement documentation or sessions), the ITT will take priority over such communication to the extent of any inconsistency.

None of the City's members, officers, employees, agents or advisers make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the ITT Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the bidder on the ITT Information or any part of it).

1.16. The Bidding Process and Costs

Any costs, expenses and liabilities incurred in connection with preparation and submission of a tender will be borne by the Bidder. The Bidder shall have no claim whatsoever against the City in respect of such costs and in particular (but without limitation) the City shall not make any payments to the successful Bidder or any other Bidder save as expressly provided for in the Contract and (save to the extent set out in the Tender Documents) no compensation or remuneration shall otherwise be payable by the City to the successful Bidder in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Bidder or otherwise.

1.17. Tender Price

The Tender including price should remain valid for a minimum period of 90 days from the Tender Deadline.

1.18. Right to Cancel or Vary the Process

The City reserves the right, at any time and at its discretion to;

- Cancel or withdraw from the procurement process at any stage
- Not to award the Contract
- Require a bidder and/or a member(s) of its consortium to clarify their Tender in writing and/or provide additional information (failure to respond adequately, may result in a bidder not being successful); and/or
- Amend the T&Cs of the tender process

The City is not liable for any costs or other losses resulting from the cancellation or variation of this process, nor for any costs incurred by organisations by taking part in the procurement process.

1.19. Public Access to Information

The Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Local Government Transparency Code 2015 impose duties of openness on public authorities which will have an effect on how they treat procurement information.

Bidders should satisfy themselves as to the implications of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Local Government Transparency Code 2015, and seek legal advice as necessary.

The City in any event reserves the right to publish the amounts of Tenders and the name of the successful Bidder and to publish such information regarding Tenders as it may be required to publish in accordance with UK or other procurement rules with which the City must comply.

Further information on how the City complies with The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 is available from the City of London [Freedom of Information](#) webpages.

1.20. Transparency Code

The City is committed to being transparent and accountable and the Local Government Transparency Code 2015 imposes duties of transparency and openness on public authorities.

The City publishes information on expenditure via the City's website and procurement information on relevant contracts on the CDP (including commissioned activity, framework agreement or any other legally enforceable agreement). Bidding organisations should be aware that details relevant to the publication of such data may be made publicly available.

Further information on the Transparency Code can be found on the [Government Transparency Code](#) webpages.

1.21. Electronic Communications

Bidders should be cognisant of the risk of unauthorised access and/or corruption of data stored or transferred by electronic means. The Bidder will be responsible for maintaining the integrity and security of its own data storage and transmission systems, taking into consideration current applicable guidance issued by the National Cyber Security Centre ("NCSC").

Bidders must:

- follow the NCSC Cloud Security Principles, to keep confidential the passwords or other security information relating to their data storage and transmission systems. The principles and other guidance can be accessed via www.ncsc.gov.uk;
- regularly review their security policies and the actual security of data storage and transmission systems, ensuring that adequate and appropriate security protections are in place; and
- notify the City promptly of any unauthorised access or use of data or other security incident affecting the Bidder's data storage and transmission systems that could potentially affect the City, and promptly take all remedial action reasonably necessary to address the consequences of the incident and to avoid its reoccurrence.

2. Important Policy Information

Under the Contract the City will require compliance with its policies. Bidders are advised to satisfy themselves that they understand and accept all of the requirements of the Contract before submitting their Tender.

2.1. Commercial Contract Management

The City of London Corporation works closely with their supplier base to build strong, sustainable and healthy relationships in the effort to deliver best value, quality, and innovation. The corporate Commercial Contract Management team has developed a Supplier Performance Scorecard to assess suppliers on key performance measures in line with our strategic aims and corporate policies. The successful bidder will be asked to participate fully with the relevant contract managers to make the contract a success.

For further information about the corporate Supplier Performance Scorecard and our measures, please visit the City of London's website for information on [Commercial Contract Management](#).

2.2. Responsible Procurement and Social Value

The City's [Responsible Procurement Policy](#) is built on six commitments that guide our approach to procurement, promoting environmental sustainability, ethical sourcing, and the delivery of social value. All suppliers are expected to uphold these commitments and play an active role in achieving them.

All contracts with a total contract value of £100,000 or above will include a minimum weighting of 15% of the overall score allocated to responsible procurement. This 15% will incorporate social and/or environmental questions relevant to the contract opportunity and value. Your tender response must demonstrate how you will contribute to delivering these commitments. Evidence of delivery will be required as part of contract monitoring for every successful supplier.

The City of London advocates the use of the Government Buying Standards 'mandatory' and 'best practice' criteria wherever practicable. Information on specific supplier requirements will be detailed within the tender pack.

For further guidance, please refer to the Responsible Procurement web page which provides further information and examples of best practice as part of our impact reporting.

2.3. Climate Action Strategy

The City of London Corporation has adopted a [Climate Action Strategy](#) setting out how we will achieve net zero, build climate resilience and champion sustainable growth, both in the UK and globally.

The commitment of suppliers in supporting the City's Climate Action targets is crucial. Bidders should consider the lowest possible whole-life carbon option and deliver annual improvements relating to sustainability when providing goods, services and works to the City. Improvements could be made by obtaining data; minimising energy use; adopting circular economy principles; utilising sustainable procurement practices; trialling innovation or any other relevant means.

Reporting will be required for every contract. The City's Climate Action team is working with our supply chain to improve the quality of our carbon emissions reporting. We ask suppliers for their organisations' carbon emissions or for data specific to the contract. Our initial focus is on more carbon-intensive contracts, progressing through the supply chain as our resource and capacity allows.

The winning supplier will work with the City Corporation to devise and deliver a strategy that measures, monitors and reduces your carbon footprint each year in a clear and transparent way.

2.4. Supplier Diversity Monitoring Form

The City is committed to promoting greater Supplier Diversity in its supply chain for the size and ownership of the businesses it works with. The City would like to publish reports on progress made towards increasing participation by diverse-owned enterprises which the City defines as businesses that are at least 50% owned or operated by people who identify as ethnic minority, woman, LGBTQ+ and or as having a declared disability. The Supplier Diversity Monitoring Form includes more information about the City's privacy notices and how it will process the data.

Completion of the Supplier Diversity Monitoring Form is optional and is NOT SCORED as part of the procurement process. Please note there is a 'prefer not to say' option included for the monitoring questions so bidders can limit the data that is shared.

2.5. Living Wage

The City operates a [Living Wage Policy](#) and is an accredited Living Wage employer. The Living Wage is an hourly rate set independently and updated annually and is calculated according to the basic cost of living in the UK. There are two rates of Living Wage: one for those based in Greater London (London Living Wage) and another rate for the rest of the UK (UK Living Wage).

The current hourly rates for London Living Wage and UK Living Wage are available from the [Living Wage Foundation website](#) as well as [frequently asked questions](#).

The City will ensure to the extent permitted by law that any of its directly appointed contractors and their sub-contractors:

- comply with the City's Policies which include paying, the London Living Wage to those employees, workers or the self-employed based in Greater London and the UK Living Wage to those employees, workers or the self-employed based outside Greater London. This applies to all employees, workers or the self-employed delivering two or more hours of work to the City.
- immediately uplift the amount which it pays to affected employees, workers or the self-employed by the same amount as any increase to the London Living Wage or UK Living Wage, effective the first month following the announcement of the annual uplift. and
- provide to the City such information concerning the application of the London Living Wage as the City may reasonably require from time to time including the completion of an Annual Statement.
- disseminate on behalf of the City to its personnel and sub-contractors' employees, workers or the self-employed engaged in the provision of the works and services such questionnaires as the City may reasonably require from time to time and promptly collate and return to the City responses to such questionnaires; and
- co-operate and provide all reasonable assistance in monitoring the effect of the Living Wage on the quality of service provided under the Contract

The City wishes to determine whether the wage rates to be paid to those employees, workers or the self-employed of the winning bidder who will be engaged in the provision of the services or works, and which have been allowed for within the winning bid, will meet or exceed the current published Living Wage rates. When submitting bids, Bidders must take this into consideration details of actual wage rates and whether these meet or exceed current rates for Living Wage.

Bidders must note that it is the intention of the City not to contract any supplier who does not comply with the Living Wage Policy and Living Wage will form part of the evaluation criteria. The evaluation of tenders, so far as it is affected by wage rates, will be confined to the actual wage rates provided for in the tender.

If the bid information discloses that the bid DOES NOT allow for the Bidder's employees, workers or the self-employed to be paid wage rates which meet or exceed the current published Living Wage rates, the bid will be disqualified.

2.6. Health & Safety

Applicable to tenders with clearly defined health and safety risk. Please check the "COL Policies and Procurement Requirements" document for confirmation of relevance to the tender you are bidding for.

To ensure compliance with health and safety legislation such as Health and Safety at Work etc. Act 1974, Management of Health and Safety at Work Regulations 1999 and Construction

Design and Management Regulations 2015, the City will be looking to contract with suppliers who hold an up-to-date Safety Schemes in Procurement (SSIP) accreditation appropriate for the work being tendered (e.g. Non-construction SSIP for a catering contract).

The SSIP Forum was founded in May 2009 to streamline prequalification and reduce health and safety assessment costs and bureaucracy in the supply chain. SSIP Forum was designed to be proportionate and a cost effective option for small-to-medium enterprises to meet H&S responsibilities.

The SSIP Forum’s member schemes all comply with health and safety core assessment criteria which have been recognised by the HSE. In order to prevent unnecessary cost and bureaucracy in health and safety assessment, all SSIP members have undertaken to mutually recognise each other’s schemes, to the maximum extent.

Bidders must note that it is the preference of the City to contract with suppliers who hold an appropriate SSIP accreditation and this will form part of the evaluation criteria. If the bid information discloses that the Bidder DOES NOT hold an appropriate SSIP accreditation, the bidder will need to complete the City’s Health and Safety Questionnaire. This will be evaluated as a pass/fail section as highlighted in 6.1 of the ITT pack.

For bidders registered outside the United Kingdom equivalent schemes will be considered but the bidder should ensure it evidences that proposed accreditation meets the United Kingdom SSIP standards.

For information about SSIP or a list of accepted schemes please visit <http://SSIP.org.uk>.

The City will use the following link to check SSIP information provided by the bidder in the Qualification Envelope; verifying the scheme, scope, and expiry date.

<http://www.ssiportal.org.uk/>

2.7. Work Related Road Risk – WRRR

The City Corporation has agreed clear targets for reducing casualties on its streets. These are set out in the City’s Local Implementation Plan 2011 and the targets are designed to be consistent with the Mayor of London’s Transport Strategy. To comply with the Mayor’s Transport Strategy, the City has set up an extensive Road Danger Reduction Programme (RDRP) to reduce casualties.

As part of these initiatives, the City requires all contracts of a certain threshold and duration involving vehicles 3.5 tonnes and above to comply with policy requirements.

The policy applies to contracts involving the delivery of Goods and Services £250k and above and Works contracts valued at £400k and above:

Contract duration	Requirement	Deadline
6 months and longer	Contractors are required to register with the Fleet Operator Recognition Scheme (FORS) and to have achieved Bronze accreditation or scheme, which in the reasonable opinion of the City, is an acceptable equivalent to FORS. The requirement must be cascaded to any relevant sub-contractors.	Within 3 months of contract start

3 years and longer	Contractors are required to progress to Silver accreditation under the FORS or a scheme, which in the reasonable opinion of the City, is an acceptable equivalent to FORS. The requirement must be cascaded to any relevant sub-contractors.	Within 18 months of contract start
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If the bid information discloses that the bidder DOES NOT already comply with the above, or has no intention of doing so within the stipulated time period, the bid will be disqualified. There is no requirement to submit any evidence with the bid. The appropriate documentation will be required at the first quarterly contract review.

Please note that, as part of the overall RDRP, the City will continuously strengthen the requirements under this initiative over time. This will not affect the terms of the Contract, but is mentioned as part of an awareness raising campaign for bidders who intend to work with the City in future.

For general information about how to meet the FORS standards go to the [FORS website](#). Go to this website for more information on the City's [Work Related Road Risk](#) requirements.

2.8. Electronic Invoicing

Each successful Bidder will work with the City to come to a mutually beneficial electronic invoicing solution in accordance with our [E-invoicing Policy Position](#). As a minimum the City requires invoices to be submitted by email to cityproc.ap@cityoflondon.gov.uk.

2.9. Data Protection

The City is committed to ensuring that it protects the rights and freedoms of all individuals with respect to the personal data it holds about them, whether in their personal or family life, or in a business or professional capacity.

For contracts involving processing personal data, the City (as the Data Controller) must undertake due diligence to ensure suppliers have the appropriate technical and organisational measures to comply with the UK General Data Protection Regulations (UK GDPR) and to ensure the protection of the rights of data subjects. More information about our [Data Protection Policy](#) can be found on our website. The City is looking to contract with suppliers that have facilities and measures:

- to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services
- to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data
- to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable
- to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place)
- to maintain records of personal data processing activities
- to regularly test, assess and evaluate the effectiveness of the above measures

The bid must certify compliance with the UK GDPR or the bid will be disqualified. To pass this qualification section the City will look for confirmation of the following information from each supplier:

- A designated Data Protection Officer within the business;
- Compliance Statement detailing your data protection policy and procedures including consent requests, record of processing activity (ROPA), retention, breach reporting, and appointing sub-processors;
- The geographic location of sub-processors and the safeguards that are or will be in place by contract award for making any restricted transfers of personal data or special categories of personal data outside of the UK
- Technical measures ensuring the security of processing; and
- Data Protection training for all staff handling personal data;

Failure to provide evidence of these items in the second question within the qualification envelope will be a fail for this section and a failure of the entire qualification envelope.

2.10. Modern Slavery

Modern slavery is a crime resulting in an abuse of human rights and includes slavery, servitude, human trafficking, forced or compulsory labour and child labour.

Since 1 October 2015, commercial organisations that carry on a business, or part of business in the UK, supply goods or services and have an annual turnover of £36 million or more (deemed "relevant commercial organisations") have been required under Section 54 of the Modern Slavery Act 2015 (MSA2015) to prepare a slavery and human trafficking statement as defined in that same section, for each financial year of the organisation. Total turnover is calculated as: a. the turnover of that organisation; and b. the turnover of any of its subsidiary undertakings (including those operating wholly outside the UK).

The MSA2015 specifically states that the statement must include 'the steps the organisation has taken during the financial year to ensure that slavery and human trafficking is not taking place in any of its supply chains, and in any part of its own business'.

A statement should aim to include information about:

- the organisation's structure, its business and its supply chains;
- its policies in relation to slavery and human trafficking;
- its due diligence processes in relation to slavery and human trafficking in its business and supply chains;
- the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;
- its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;
- the training and capacity building about slavery and human trafficking available to its staff.

If relevant organisations have a website the modern slavery statement should be published on that website and a link should be included on a prominent place on that website's homepage.

The Government recommends that organisations publish their statement as soon as reasonably practicable after the end of their financial year. In practice, they expect organisations to publish their statement within six months of the organisation's financial year end. Organisations may wish to publish these statements at the same time as they publish other annual accounts.

Guidance on how to comply with the MSA2015 and ensure that slavery and human trafficking is not taking place in your business or supply chains can visit the following link:

<https://www.gov.uk/government/publications/transparency-in-supply-chains-a-practical-guide>

The City of London will only award contracts to suppliers that meet their legal obligations including compliance with the MSA2015. Relevant bidders will be expected to provide the link to their modern slavery statement in the “Modern Slavery Act 2015” section of the Qualification Envelope. Any bidder deemed a ‘relevant commercial organisation’ who does not provide a valid URL to their annual Modern Slavery Statement will be disqualified from the procurement process without further evaluation. For bidders that do not have a website, the City will accept a copy of their Modern Slavery statement electronically.

2.11. Security Policy – People

The City prioritises the security and protection of its employees, other workers, Members, assets, Intellectual Property, Personal Data and Confidential Information. Security awareness is everyone’s responsibility, and everyone must comply with the City’s security policies and instructions.

The City has identified that the Security Policy – People is applicable to the scope of the procurement and would constitute a ‘City Policy’ as defined in the T&Cs. Bidders must note that it is the intention of the City not to contract with any supplier who does not intend to comply with the Security Policy – People. Acceptance of the T&Cs as part of the qualification envelope will act as an acceptance to comply with this Policy as relates to the ‘Duties of all employees and other workers’.

The [Supplier Information](#) page on our website includes a copy of the Security Policy – People.

2.12. Non-delegable duty of care

In given circumstances where the City delegates activities to a third party or contractor the duty of care remains with the City. Where a non-delegable duty is identified contractual performance and maintenance standards will be subject to regular and thorough monitoring and review throughout the life of the Contract.

A local authority will owe a non-delegable duty of care where:

- The individual is a patient or child or otherwise vulnerable or dependent on the local authority against the risk of injury.
- There is an existing relationship between the individual and local authority that places the claimant in the local authority's care, and from which it is possible to impute a positive duty on the local authority to protect the claimant from harm;
- The individual has no control over how the local authority chooses to perform its obligations, i.e. personally or through employees or third parties;
- The local authority has delegated to a third party some function which is an integral part of its positive duty towards the individual, and the third party is therefore exercising the local authority’s care of the individual and the control that goes with it; and
- The third party has been negligent in the exercise of that function.

The “COL Policies and Procurement Requirements” document will indicate if the City has identified that a non-delegable duty of care will be applicable to the Contract.

2.13. Section 20 Consultation

The City reserves the right to disclose commercially sensitive information of bidders where the City is procuring contracts for works or services which are provided to residential long

leaseholders, and the City has a legal obligation to comply with Section 20 of the Landlord and Tenant Act 1985 (LTA 1985) and the Service Charges (Consultation Requirements) (England) Regulations 2003.

The “COL Policies and Procurement Requirements” document will indicate if the City has identified that Section 20 consultation will be applicable to the tender process.

3. Financial Capacity

The objectives of undertaking an assessment potential suppliers economic and financial standing (“financial capacity”) as part of the procurement process are to:

- Assess the risk to the City which would result if a potential supplier bidding for a contract were to become insolvent and enter into administration, be liquidated, or seek to novate a contract during the life of the Contract, or have inadequate financial resources to perform the Contract; and
- Where justified, eliminate from a procurement process any potential supplier whose current financial standing would pose an unacceptable risk to the City.

The City will allow potential suppliers to self-certify that they meet the minimum financial requirements outlined below assessing their economic and financial standing. If Bidders should fail this Financial Check and no mitigating solutions can be put in place, it may result in a fail for the entire procurement process, resulting in disqualification.

If any of the information required is not provided, the response of the bidding organisation may be invalidated and the Bidder disqualified from the procurement process.

Where a bidder falls into one of the following categories, no financial check or appraisal is required: Local Authorities, Police Forces, Crown Prosecution Service, Greater London Authority, Clinical Commissioning Groups, National Health Service, Her Majesty’s Prison Service, Fire Brigade or other public sector bodies. Such organisations are not currently subject to detailed financial scrutiny as they are not exclusively reliant on commercial activities for their funding.

The scope of the goods, services, or works being tendered for in this process will be subject to a risk assessment exercise, to determine the appropriate methodology to assess Economic & Financial Standing. The methodology options are set out below. The “COL Policies and Procurement Requirements” document published with each tender will confirm which methodology will apply.

3.1. Finance Check - Option 1

The City will obtain a credit report from [Dun & Bradstreet](#) (“D&B”) – a third party credit agency as part of the assessment.

If the Bidder intends to offer a guarantee, the nominated guarantor’s accounts will also be assessed against the same criteria.

The City may revise the criteria if it becomes clear from clarifications or responses that the financial requirements are not suitable for the market for this type of work. Any change in criteria will be applied to all Bidders equally and Bidders notified of the change.

Bidders whose financial position is unacceptable in terms of stability, capability and capacity will be excluded. Bidders are therefore advised to ensure that copies of their latest audited / approved accounts have been submitted to Companies House (if applicable).

Bidders' will be assessed against the following criteria:

- a) Minimum Revenue Requirement
- b) D&B Overall Business Risk

Minimum Revenue Requirement:

The revenue requirement is calculated as the annual average revenue of the last two reported financial years, divided by the estimated annual contract value, as set out in the Tender notice. Bidders will be required to have an unrounded result of '2.0' or greater. A financial year is taken to be of 12 months' duration; where this is not the case a pro rata calculation will be used to establish the 12 months' equivalent.

Bidders are advised that the check on the Minimum Revenue Requirement is conducted using information from D&B or the Bidder's **signed full accounts for the most recent two years**. In cases where this information is not available on D&B, Companies House or The Charity Commission, Bidders need to indicate where accounts are publicly available or attach full signed accounts as part of their response.

The City definition of full signed accounts is as follows:

- Fully signed Directors' report with manuscript signature;
- Fully signed Auditor's Report (unless exempt from audit);
- The Profit and Loss Account (including turnover);
- The Statement of Financial Position or Balance Sheet with manuscript signature;
- Notes to the Accounts.

Please note it is not sufficient to supply individual pages; the document as a whole must be provided.

Bidders are required to satisfy minimum standards with regards to their revenue requirement or they may fail the entire procurement process.

If you are not a UK domicile or registered company, we will accept two years' of accounts prepared and audited according to your national standards, together with a certified English translation. Please make sure to answer the corresponding question within the Qualification Envelope to indicate your status.

D&B Overall Business Risk

The City will obtain a credit report on D&B Credit using the Company Registration number provided in Q1.3.2 of the 'Potential Supplier Information'. As D&B information is updated regularly the City will run all the reports for this procurement shortly after the receipt of tenders / requests to participate to ensure fairness and transparency. Bidders who are assessed as 'Low', 'Moderate-Low', and 'Moderate' for the Overall Business Risk will pass this part of the Finance Check.

Bidders scoring 'Moderate-High' or 'High' will be assessed against the information provided as part of the Qualification Envelope 'Finance Self-Cleansing' response provided. If no response was included in that section, the City may choose to seek a clarification from the Bidder. The City can use its discretion as to whether the Bidder has provided reasonable assurance to the City of its financial viability or if Mitigating Solutions are required. Bidders who do not provide a reasonable assurance may fail this section and the entire tender process.

The City will allow bidders to self-certify but it is not a requirement. If a bidder does not have access to D&B please indicate as much in your Qualification Envelope response.

Financial Check Self-Cleansing

Any Bidder that answers 'No' to the Self-Certification question or scores 'Moderate-High' or 'High' when checked by the City, may 'self-cleanse' by providing evidence to assure that should the Bidder be successful it will not present a financial risk during the contract term. Evidence may be a business plan or other acceptable alternatives. Evidence presented will be considered by the City (whose decision will be final) and the Bidder may be allowed to pass this section or asked to provide mitigation.

The City expects as a minimum that business plans should include the following information:

- an opening balance sheet, including details of how the company is to be funded;
- management accounts for the initial trading period to latest period (including detailed income/expenditure or profit & loss and latest balance sheet);
- a medium-term trading/cash flow forecast (preferably first year analysed month by month) or medium-term business plan;
- information concerning the owners/partners/directors (names, dates of birth and addresses with postcodes);
- information about parent and ultimate parent companies (names and registrations numbers) if applicable; and
- Ancillary information - e.g. the potential market, pricing, competition, general economic climate - should be included as necessary to support the financial information.

This information must be certified by a properly appointed officer of the business in question e.g. director, secretary, finance director.

Calculations and assumptions will be tested for realism and credibility as well as internal consistency. Please be aware that this is the only information that the City can use to ascertain the financial potential of your business.

Where the measures are considered by the City to be insufficient, the Bidder shall be given a statement of the reasons for that decision and the bidder will need to rely/supply details for mitigating solutions.

Mitigating Solutions

If a bidder is unable to meet the minimum thresholds for the Finance Check, a bid still may be submitted but it will require a Guarantee. Deeds of Guarantee which can be considered:

- a. Parent/Sibling Company Guarantee
- b. Other Guarantee deemed acceptable by the City Corporation

Please indicate that a parent/sibling Company Guarantee would be available in the appropriate question in the Economic and Financial Standing section and the Group Details sections of the Qualification Envelope as applicable.

If the Bidder relies on a parent or sibling guarantee, the City will obtain a credit report from D&B and undertake a further assessment on the Bidder's nominated guarantor in the Qualification Envelope response. In these instances, the nominated guarantor will be assessed against the same criteria and will be required to meet the requirements as the Bidder.

Where the Bidder's parent company is incorporated outside the United Kingdom, the City may require a legal opinion from an independent firm of lawyers practicing in that jurisdiction (at the Bidder's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

Where a Bidder's nominated guarantor achieves a 'Moderate-High' or 'High' score, the Bidder will be deemed to have failed the City's assessment for economic and financial standing.

Bidders should indicate that a Guarantee, letter of credit or bond would be available in the appropriate question in the Economic and Financial Standing section and the Group Details sections of the qualification envelope as applicable.

Where a Guarantee, letter of credit or bond is deemed necessary this will be requested via the City of London Corporation Sourcing & Contracts Portal messaging facility.

Alternative Business Combinations

Bidders submitting as an alternative business combination (e.g. consortium), all contracting legal entities must pass the Finance Check. The minimum revenue check will be factored on the same ratio as the bidding model.

Alternate Assessment

In the event that one or more bidders do not have a report or a rating on D&B, the City will revert to the standard Financial Appraisal. Please see the details as attached as Appendix - Alternate Economic & Financial Standing Appraisal.

If Bidders have any requests / clarifications related to this Finance Check or are unsure about the stated process, they must submit these prior to the clarification period closing.

This option will not be considered for Bidders failing the Finance Check.

3.2. Financial Appraisal - Option 2

The objectives of undertaking a financial assessment as part of the procurement process are to:

- Assess the risk to the City which would result if a potential supplier bidding for a contract were to become insolvent and enter into administration, be liquidated, or seek to novate a contract during the life of the contract, or have inadequate financial resources to perform the contract; and
- Where justified, eliminate from a procurement process any potential supplier whose current financial standing would pose an unacceptable risk to the City.

The City will allow potential suppliers to self-certify that they meet the minimum financial requirements outlined below assessing their economic and financial standing. Checks against self-certification may only be carried out on the winning Bidder. If the winning Bidder should fail the official assessment by the City's Financial Services team and no mitigating solutions can be put in place, the City may look to award to the next placed bidder as long as they have met the minimum requirements for award including this assessment. The City reserves the right to carry out checks on all bidders as part of the evaluation process outlined in section 6 of the ITT Pack and disqualify bidders who do not pass before evaluating their Technical responses.

Where a bidder falls into one of the following categories, no financial appraisal is required: Local Authorities, Police Forces, Crown Prosecution Service, Greater London Authority, Clinical Commissioning Groups, National Health Service, Her Majesty's Prison Service, Fire Brigade or other public sector bodies. Such organisations are not currently subject to detailed financial scrutiny as they are not exclusively reliant on commercial activities for their funding.

The information required must be provided by the bidding organisation in full. If any of the information required is not provided, the response of the bidding organisation may be invalidated and the bidder disqualified from the procurement process.

Bidders are advised that the appraisal of economic and financial standing outlined below is conducted using the bidder's **signed full accounts for the most recent two years**. In cases where this information is not freely available on Companies House or the Charity Commission, bidders need to indicate where the accounts are publicly available or attach full signed accounts as part of their response.

The City definition of full signed accounts is as follows:

- Fully signed Directors' report with manuscript signature
- Fully signed Auditor's Report (unless exempt from audit).
- The Profit and Loss Account (including turnover)
- The Statement of Financial Position or Balance Sheet with manuscript signature,
- Notes to the Accounts,

Please note it is not sufficient to supply individual pages; the document as a whole must be provided.

If you are not a UK domiciled or registered company, we will accept two years' of accounts prepared and audited according to your national standards. Please make sure to answer the corresponding question within the Qualification Envelope to indicate your status.

The City will conduct the appraisal as below to the degree that this is possible using the information provided. Therefore, please ensure that you provide the most detailed information available. The City reserves the right to request additional information from bidders to enable the appraisal process below to be conducted, via the clarification process.

Financial appraisal criteria are subject to amendment at any time at the discretion of the City, which reserves the right to do so without prior notice. Bidders should therefore not assume that the criteria previously applicable remain in place.

Appraisal of bidder's economic and financial standing

Bidders will be assessed against the City's appraisal of their economic and financial standing. The City's decision in this respect is final. Bidders are advised to use the clarification period to raise any questions about failing this appraisal. The appraisal consists of three parts as described below:

PART A: Bidders are required to satisfy minimum standards with regards to their revenue requirement, standard accounting ratios and Altman's Zone of Discrimination Score achieved. Details of these standards and their calculation are set out below.

PART B: The Bidder's accounts will be examined following the process described below to determine whether there is material evidence to show that they do not have the economic and financial standing to perform the contract.

PART C: Bidders with accounts that display any of the factors listed in Part C - Section One below will automatically result in a failed appraisal. Bidders with accounts that display any of the factors listed in Part C - Section One below will be failed unless there are strong mitigating circumstances.

BIDDERS MUST PASS ALL THREE PARTS OF THE APPRAISAL PROCESS.

PART A:

Revenue Ratio

Minimum Revenue Requirement:

The revenue requirement is calculated as the annual average revenue of the last two reported financial years, divided by the estimated annual contract value, as set out in the Tender contract notice. Bidders will be required to have an unrounded result as set out in the ITT Pack at section 7.7. A financial year is taken to be of 12 months' duration; where this is not the case a pro rata calculation will be used to establish the 12 months' equivalent.

Standard Accounting Ratios

Bidders will be required to meet minimum standards with regards to the following accounting ratios calculated from their last reported set of financial accounts.

- a. Current Ratio: being total current assets divided by total current liabilities. Bidders will be required to have an unrounded result as set out in the ITT Pack at section 7.7.
- b. Quick Ratio: being total current assets excluding stock and work in progress divided by total current liabilities. Bidders will be required to have an unrounded result as set out in the ITT Pack at section 7.7.

Typically, the City will expect Bidders to have an unrounded result of 1.00 or greater for both Current and Quick ratios. However, Bidders MUST refer to the ITT pack to understand specific turnover, ratio and Altman's Z scores required for the tender exercise in which they are participating.

Altman's Z Score

A definition and explanation of Altman's Z score and its calculation can be found on: http://en.wikipedia.org/wiki/Altman_Z-score

Bidders are required to achieve an Altman's Zones of Discrimination score of '1.80' or greater calculated as follows from the latest reported set of financial accounts:

- a. The sum of [Net Current assets* divided by Total Assets] multiplied by 1.2; plus
- b. The sum of [Retained Earnings divided by Total Assets] multiplied by 1.4; plus
- c. The sum of [Profits before interest and tax divided by Total Assets] multiplied by 3.3; plus
- d. The sum of [Net Equity reported on the balance sheet divided by Total Liabilities] multiplied by 0.6; plus
- e. The sum of [Revenue** divided by Total Assets] multiplied by 1.0.
- f. The sum of factors (a)-(e) above is compared to Altman's Zones of discrimination to reach a numerical score.

*Formerly "working capital"

**Formerly "turnover"

Please note that the City's financial appraisals use "Net Equity reported on the balance sheet" in place of "market capitalisation" for the purposes of this calculation.

PART B:

Assessment of financial statements for evidence of economic and financial standing

In addition to the requirements set out in Part A above, the City will critically examine the following items in the accounts to determine whether the bidder has the economic and financial standing to perform the contract:

- a. Revenue
- b. Profitability
- c. Net Current Assets/Liabilities ('Working Capital')
- d. Net Worth
- e. Cash Flow
- f. Funding
- g. Intercompany Trading
- h. Company Ownership
- i. Directors Appointments
- j. Auditors Report
- k. The director's report
- l. Indices calculated on revenue, retained profit and 'working capital' over three years.
- m. Notes to the accounts

Where the bidder is a charity, the following items will also be considered:

- a. The proportion of restricted funds received and held;
- b. The level of general reserves;
- c. The level of unrestricted incoming resources;
- d. The reserves policy, and whether or not this has actually been achieved;

In relation to the items above, the City will examine year to year changes, the accuracy of the data, any unexplained large movements, any changes in ownership, unexplained restating of prior year comparative figures and any relevant narrative to establish whether the Bidder has the economic and financial standing to perform the contract.

The Bidder will be failed if in making the assessment above, there is material evidence to show that the Bidder lacks the economic and financial standing to perform the contract.

PART C:

Section One

Factors which will lead to a failed appraisal of the bidder's economic and financial standing

The following factors **will** result in a failed appraisal of the bidder's economic and financial standing:

- a. A qualified audit report on the latest set of accounts;
- b. Loss making entities with negative working capital and negative net worth
- c. Entities in administration;
- d. A refusal to provide 2 years' full signed accounts where it is known that such information exists (Guarantee invalid*);
- e. Signed accounts which are numerically inaccurate, incomplete or which contradict other versions of the same accounts (Guarantee invalid*);
- f. Accounts with pages inserted belonging to other entities (Guarantee invalid*);

*A fail for this item cannot be mitigated by a guarantee.

Section Two

Factors which will lead to a failed appraisal of the bidder's economic and financial standing unless there are strong mitigating circumstances

Bidders with accounts displaying any of the factors listed below will result in a failed appraisal of their economic and financial standing unless there are strong mitigating circumstances shown in the accounts, or other financial documents that the bidder is able to provide to the satisfaction of the Chamberlain:

- a. Accounts overdue for filing by more than one month (Guarantee invalid*);
- b. Accounts disclosing a loss with negative working capital and whose net worth is negative if intangible assets are discounted.
- c. Three or more late filings out of the last five of documentation required by Companies House e.g. the annual return or accounts (Guarantee invalid*);
- d. Registrar's Motions to Strike Off from the register of Companies (Guarantee invalid*);
- e. Entities operating under a Corporate Voluntary Arrangement or other such agreement with creditors;
- f. An Emphasis of Matter raised by the Auditor e.g. on the validity or otherwise of a going concern statement;
- g. Failure to disclose a conflict of interest revealed by examination of the accounts (Guarantee invalid*).

*A fail for this item cannot be mitigated by a guarantee.

Mitigating Solutions

If a bidder is unable to meet the minimum financial thresholds for the contract, a bid still may be submitted but it will require a Guarantee. However, please note that a Guarantee **cannot** be used as mitigation for failing the appraisal against any of the above criteria marked as "Guarantee invalid."

If a bidder is unable to meet the minimum thresholds for the Finance Check, a bid still may be submitted but it will require a Guarantee. Deeds of Guarantee which can be considered:

- a. Parent/Sibling Company Guarantee
- b. Other Guarantee deemed acceptable by the City Corporation

Please indicate that a parent/sibling Company Guarantee would be available in the appropriate question in the Economic and Financial Standing section and the Group Details sections of the Qualification Envelope as applicable.

Any company or organisation offered as a guarantor will be subject to the above financial appraisal so bidders must include company information for any guarantor in the relevant sections of the Qualification Envelope.

Where a Guarantee is deemed necessary this will be requested via the City of London Corporation Sourcing & Contracts Portal messaging facility.

Alternative Business Combinations

Bidders submitting as an alternative business combination (e.g. consortium), all contracting legal entities must pass the financial appraisal. The minimum revenue check will be factored on the same ratio as the bidding model.

If Bidders have any requests / clarifications related to the Finance Appraisal or are unsure about the stated process, they must submit these prior to the clarification period closing.