



## **STANDARD TENDER DOCUMENTATION**

**For Open Procedure for contracts over relevant EU Threshold.**

**For High Value Contracts under the Council's CSOs**

Note: please ensure that you mark any changes made to this ITT using tracked changes throughout the document. It is important that when legal review the document they know what the base document is and what changes have been made. This will speed up review considerably.

Further only change the sections which are relevant and specific to your procurement. Much of the drafting is included for very specific reasons.

In addition and to assist review please use the version control box below to set out version number, name of reviewer and date.

**Warning: all drafting notes to be deleted once addressed for each individual procurement**

### Version Control

Version	Date	Revision Author
Base Document	October 2020	Sharpe Pritchard



# TENDER FOR [ ]<sup>1</sup>

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## VOLUME 1

### INVITATION TO TENDER

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#### Drafting Note FOR SQ STAGE:

**Remember that all the Tender Documentation needs to be published in draft at SQ stage.**

*You should consider including a note, such as that below, on all documentation when issuing at SQ stage to allow the Council an opportunity to amend the documentation if required prior to re-issue at ITT stage.*

*“This draft tender documentation dated [ ] is being issued with the OJEU notice and SQ in order to enable economic operators to identify the nature and scope of the procurement and decide whether to participate. The Council reserves the right to add to or amend the tender documentation prior to publishing the invitation to tender. These changes may emerge, by way of example, from the Council’s further and on-going consultations and approvals processes. The Council will not amend the documentation or strategy with the intention of favouring or disfavouring any supplier.”*

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<sup>1</sup> Insert name of the project – this should be the same on all the documents

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## SECTION ONE – GENERAL INFORMATION

### 1. INTRODUCTION<sup>2</sup>

- 1.1. A contract notice was placed in the Supplement of the Official Journal of the European Union (OJEU) on [ ]<sup>3</sup> with reference [ ]<sup>4</sup> and the procurement documents were made available on capitalesourcing.com (the “Portal”) on [ ]<sup>5</sup> with project reference prj\_H&F\_[ ]<sup>6</sup>.
- 1.2. London Borough of Hammersmith and Fulham (the “Council”) invites Tenders for the provision of the [ ] (“the Services”). Details of the Services can be found in the Specification which is at Volume 2. The Services comprise [ ]<sup>7</sup>.
- 1.3. The Contract Period will be [ ]<sup>8</sup> years commencing on [ ]. The Council will be entitled at its absolute discretion to extend the Contract Period on the same terms for a further period or periods of up to [ ] years making a total possible Contract Period of [ ] years.
- 1.4. The Council does not consider that subdivision into lots would be appropriate, as this could risk rendering the execution of the contract excessively technically difficult or expensive, and the need to coordinate different contractors for the lots could seriously risk undermining the proper execution of the contract.<sup>9</sup>
- 1.5. This Invitation to Tender (ITT) is issued simultaneously to all organisations invited to tender and is made available electronically on the Portal. Tenderers should read this ITT and all other procurement documents as soon after receipt as possible.
- 1.6. This ITT and the procurement documents should provide all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as appropriate to enable them to complete their Tender. Questions must only be asked via the Portal.
- 1.7. Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Conditions of Contract.
- 1.8. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than 12pm on [ ]<sup>10</sup> (‘Deadline’). Tenders will be evaluated in accordance with the methodology set out in paragraph 9 and the Tenderer with the Most Economically Advantageous Tender will be awarded the contract.

### 2. TENDERING TIMETABLE

- 2.1. To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date the Council has set the following tendering timetable. The Council reserves the right to amend the timetable.

	<b>Deadline<sup>11</sup></b>
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<sup>2</sup> The introduction needs to be completed with details of the contract.

<sup>3</sup> Insert date of OJEU Notice

<sup>4</sup> Insert the OJEU number

<sup>5</sup> Date that the documents were put on Cap E

<sup>6</sup> Cap E project reference

<sup>7</sup> Insert Brief Description of the Services

<sup>8</sup> Insert contract term and the proposed start date here. If there is to be any extension period also set this out.

<sup>9</sup> Regulation 46(2) of the PCR 2015 stipulates: “Contracting authorities shall provide an indication of the main reasons for their decision **not to subdivide into lots**, which shall be included in the procurement documents or the report referred to in regulation 84(1)”. Paragraph 1.4 should be amended (if necessary) to reflect the reason(s) why the Council has decided not to subdivide the contract into lots.

<sup>10</sup> Insert deadline for tender returns

<sup>11</sup> Dates should be inserted into this table.

Closing date for submission of Tenderers' questions	
Closing date for receipt of Tenders	
Evaluation and internal approval process	
Standstill Letters issued	
Commencement Date	

### 3. **RIGHT TO CANCEL OR VARY THE PROCESS**

#### 3.1. The Council reserves the right:

- 3.1.1. to abandon the tender process at any stage;
- 3.1.2. not to award a contract;
- 3.1.3. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
- 3.1.4. amend these Instructions to Tenderers.

### 4. **TENDER DOCUMENTS**

#### 4.1. The Tender documents comprise four volumes and supporting documentation and together are the "Tender Documents":

#### 4.2. **Volume 1 – this Invitation to Tender (ITT).** This ITT describes the form and content of Tenders, the timetable, the Council's requirements for the Services, the tendering process and the commercial terms on which the Council will contract in due course with the successful Tenderer.

#### 4.3. **Volume 2 – the Specification**

- 4.3.1. [ ]<sup>12</sup>

#### 4.4. **Volume 3 – Draft Contract**

- 4.4.1. Included as part of the Tender Documents is the draft Contract. The Council will not accept changes to the form of Contract and intends to enter into the Contract with the Successful Tenderer on the terms set out in Volume 3 subject only to offer specific amendments. Mark-ups of the Contract are not invited and if a Tenderer submits any mark-ups or indicates that they do not accept any or all of the terms of the Contract, the Council may reject that Tender.
- 4.4.2. Accordingly, every Tender received by the Council shall be deemed to have been made subject to the terms and conditions of the Contract unless the Council has expressly agreed in writing to the contrary and the document (or a legible copy thereof) expressing that agreement is appended to and therefore forms part of the Contract. Any alternative terms or conditions offered on behalf of a Tenderer shall be deemed to have been rejected by the Council unless expressly accepted by it in writing.
- 4.4.3. Tenderers should note that the Service Provider shall be contractually bound to deliver the Services in accordance with the terms set out in the Contract.

<sup>12</sup> Insert details of the services and anything specific about the specification – for instance if it is in sections describe each section

- 4.4.4. The successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender documents. The Contract will be executed as a deed, except where the value is less than £100,000 where the contract may, at the Council's discretion, be signed under hand.
- 4.4.5. The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the Council.
- 4.4.6. The successful Tenderer shall be liable for any loss or damage incurred by the Council if the Services cannot commence on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.

4.5. **Volume 4 – Response Document**

- 4.5.1. The Response Document sets out the forms to be completed by the Tenderers.

5. **SOCIAL VALUE**

- 5.1. Before starting a procurement the Council is legally required by the Public Services (Social Value) Act 2012 to consider how the services they propose to procure "might improve the economic, social and environmental well-being" of the area in which the services are to be provided (section 1(3) Public Services (Social Value) Act 2012). In meeting this requirement, the Council looks to achieve social value from all goods, works and services that it procures over £100,000 and as a result includes social value as part of its assessment of value for money and determining the most economically advantageous tender. The Council is actively seeking contractors who share their commitment to proactively deliver additional social value to the Borough. Contractors are expected to generate a minimum of 10% of the individual contract values in the social value delivered.
- 5.2. This procurement therefore will take into account the social value priorities of the Council relating to the economic, social and environmental well-being of the Borough.
- 5.3. Delivery of social value measures ("Social Value") should not be included in the cost of delivering the Services.
- 5.4. You are required to offer measurable targets of social value, in addition to fulfilling the Services set out in the Specification. The Tenderer is required to complete the following as part of their Tender:
  - 5.4.1. a completed questionnaire ("Social Value Questionnaire"); and
  - 5.4.2. a method statement. [Where the Contract value is above £500,000, this must include a delivery plan]<sup>13</sup>.
- 5.5. The Tenderer must read the guidance set out in Appendix 3 before completing the questionnaire. Appendix 3 sets out a number of Dos and Don'ts that will apply to the evaluation of Social Value offers made by Tenderers.
- 5.6. **Social Value Questionnaire**
  - 5.6.1. The Tenderer is required to complete the questionnaire which can be found on the Social Value Portal ("Social Value Questionnaire"). The measures are based on the National TOMS (Themes, Outcomes and Measures) developed by the Social Value Portal, which are available for review at <http://socialvalueportal.com/national-toms/>. The specific social value measures for this procurement have been adapted to reflect the specific needs of the Council and can be found at: [ ]<sup>14</sup>
  - 5.6.2. The Council is not being prescriptive as to which themes, outcomes and measures are being sought from Tenderers by way of their social value proposals and Tenderers are free

<sup>13</sup> Delete section in square brackets if the contract is valued at below £500,000

<sup>14</sup> Insert specific reference for this project

to choose those measures that are proportional and relevant to their business and their specific Contract. The key will be the successful delivery of the commitments the Tenderer makes in the completed Social Value Questionnaire.

- 5.6.3. The Tenderer should note that the Social Value proposals made as part of their tender will form a contractual commitment and will be monitored as a Key Performance Indicator during the Contract term. The Tenderer should therefore ensure that commitments made within the Social Value Questionnaire are within their capacity and capability to deliver.

5.6.4. ***Completion of the Social Value questionnaire***

5.6.4.1. In completing the questionnaire Tenderers are required to identify the social value targets they are committing to if they win the procurement together with evidence as to how they will deliver the commitment being made. The online social value calculator will quantify the commitments.

5.6.4.2. Each measure has a financial value (proxy value) attributed to it and these values are used to determine an overall value for each commitment. The aggregated value attributed to the proposed commitments will form the basis of the quantitative Social Value evaluation.

5.6.4.3. The Tender must also include a rationale for each Social Value proposal in the Method Statement in order to demonstrate that they have credible processes in place to deliver what is being offered. The rationale should also specify whether this value will be delivered directly by the Tenderer or through its supply chain. Additional supporting documentation may be provided where necessary in the Method Statement to justify the Tenderer's approach provided this is within the word limit set. Additional information should not be attached to the Questionnaire.

5.6.5. ***Proportionality***

5.6.5.1. The Tenderer is not obliged to commit to any of the measures and should ensure that their proposals are relevant and proportional to this Contract (for example, social value bids that have a proxy value in excess of 100% of the contract price are unlikely to be deliverable).

5.6.5.2. The Tenderer must accompany input target figures for specific Social Value measures with a rationale for each Social Value proposal in the Method Statement which demonstrates that they have credible processes in place to deliver what is being offered. The rationale should also specify whether this value will be delivered directly by the Tenderer or through its supply chain. Additional supporting documentation may be provided where necessary to justify the Tenderer's approach. Without this explanation the Council may disregard this element of the proposal in its evaluation.

5.7. **Social Value Method Statement**

5.7.1. In addition to completion of the Social Value Questionnaire, the Tenderer is required to provide a Method Statement setting out evidence and proposed methodology around how the Social Value proposals are to be delivered against each of the measures offered. See the method statement list included in Volume 4 Response Document for further details.

5.7.2. Failure to provide evidence to directly support a social value proposal against a specific measure in the Method Statement may result in that element of the proposal being

discounted. [Tenderers must also include a Delivery Plan setting out how Tenderers will demonstrate Leadership and Resources, Processes and Engagement.<sup>15</sup>]

- 5.7.3. It should be noted that measuring and reporting on Social Value is a developing field and the Council recognises that flexibility and a collaborative approach is required. The agreed Social Value commitments may require a certain amount of refinement as a result. Accordingly, the Method Statement should also set out how the Tenderer will work openly and transparently with the Council whilst bearing in mind that the overall value of Social Value commitments proposed must be delivered by the successful Tenderer.

## 5.8. Evaluation of Social Value Proposals

- 5.8.1. The Council will evaluate Tenderers' responses to the Social Value Questionnaire and the specific Social Value Method Statement in accordance with the principles set out in the Scoring Scale in Appendix 2 of this ITT.

## 5.9. Clarification of Proposals

- 5.9.1. The information provided in the Social Value Questionnaire and the Method Statement should correspond. If there are any material discrepancies or inconsistencies the Council may, but is not obliged to, seek clarification.

## 5.10. Social Value Portal Management Fee

- 5.10.1. The Successful Tenderer is responsible for paying the Social Value Portal Management Fee for the term of the Contract. The Successful Tenderer will be required to contract directly with the Social Value Portal who will provide the following services to the Contractor:
- 5.10.1.1. online account with Social Value Portal to allow contract management and project reporting account;
  - 5.10.1.2. technical support with data entry (e.g. access and functionality issued);
  - 5.10.1.3. confirmation of evidence required to satisfy requirements;
  - 5.10.1.4. quarterly reports showing progress against targets; and
  - 5.10.1.5. end of project summary report and case study.
- 5.10.2. The Successful Tenderer will be invoiced directly by the Social Value Portal the annual fee for the above service which will be: £[ ]<sup>16</sup>.
- 5.10.3. Tenderers should note the Successful Tenderer will pay this fee.

<sup>15</sup> Only include for contracts over £500,000

<sup>16</sup> The annual fee for the SVP to monitor the portal use on behalf of the Council and provide reports against targets is calculated as follows. Include the actual figure at 5.10.2 so it is clear to Tenderers what they will have to pay. NOTE the Council does not pay this fee.

Total Contract Value	Annual Fee
Over £7.5m	£7,500
£5m-7.5m	£7,500
£750 - £5m	0.10% of the Contract value
£500k – 750k	0.10% of the Contract value



## SECTION TWO – TENDER PROCESS

### 6. THE PROCUREMENT PROCESS

#### 6.1. Open Procedure

6.1.1. The Council is conducting this procurement pursuant to the Open Procedure because it is able to specify the solutions capable of satisfying its needs and the legal and financial makeup of the Contract. It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Contract or the proposed Contract. Accordingly, Tenderers are encouraged to make the best use possible of the clarification process. Since there will be no dialogue or negotiation, Tenderers must ensure that they have understood the Council's requirements and comments in Tenders such as "for discussion" or "to be worked up in discussion with the Council" are likely to fare worse on evaluation and may render the Tender unacceptable.

#### 6.2. Clarification

6.2.1. Tenderers may at any time before the deadline set out in 2.1 above request additional information, raise any query or request clarification in connection with the ITT Documents or any other matter relating to the procurement. Any such communication must be submitted via the Portal and will be responded to via the Portal. The Council reserves the right not to answer questions received after this date.

6.2.2. Further details on submission of questions/clarifications is set out at paragraph 7 below.

#### 6.3. Post Submission of Tenders

6.3.1. Following submission of Tenders they will be evaluated in accordance with the methodology set out in Section 4 below and Appendix 2 to this ITT. The Tenderer who submits a Tender with the highest overall score will be the most economically advantageous tender and will be selected as the Successful Tenderer. If necessary, this may be preceded by a period of clarification.

6.3.2. Tenderers will be notified of the contract award decision by email and a standstill period of 10 calendar days will be provided for before any agreement is entered into and the OJEU Contract Award Notice is issued.

6.3.3. The award of the Contract is subject to the formal approval processes of the Council. Until all necessary approvals are obtained and the standstill period completed, no agreement will be entered into.

6.3.4. The Council reserves the right at any time to determine whether or not to continue with this Procurement and whether or not to enter into any agreement with a Tenderer.

6.3.5. The Council reserves the right to introduce further stages into the process as it sees fit but always in accordance with procurement law.

## **SECTION THREE – INSTRUCTIONS TO TENDERERS**

### **7. CLARIFICATIONS AND ENQUIRIES**

- 7.1. Any questions about this procurement should be submitted in writing via the Portal via the 'Messages' link. This should be used for all queries and requests for clarification regarding the procurement as it provides an effective and auditable trail. A Tenderer's queries will be secure and cannot be seen by any other Tenderers.
- 7.2. The Council is committed to maintaining a competitive and transparent procurement process including ensuring that information given in response to Tenderers' questions is equally available to all Tenderers. Responses to Tenderers' questions will be supplied to all Tenderers on a uniform (and anonymised) basis unless it is considered that there are good reasons, consistent with tendering probity, for not doing so.
- 7.3. Therefore, Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered.
- 7.4. It is imperative that Tenderers are clear in every request for information or questions submitted to the Council the extent to which that request or question is commercially sensitive and/or confidential. Any statement requesting that the response to the request/question is to be kept confidential should be well constructed, thought out and meaningful and not simply a broad statement that covers matters clearly in the public domain or not commercially sensitive.
- 7.5. The Council will consider each request for non-disclosure on its merits, taking into account in particular (but without limitation) whether any legislation or considerations of probity or interests of open and fair competition require the request to be denied. Where the Council decides that the request for information/question and their responses cannot be withheld from circulation the Tenderer must, as soon as practicable thereafter, respond in writing, stating whether the request for information/question is to be withdrawn, represented in a different format or to be treated as not confidential. The Council will deem that the request for information/question has been withdrawn if the Council is not contacted within two (2) Working Days following the date of an electronic notice informing the Tenderer that its request for confidentiality is denied.
- 7.6. Where a request for information or question is commercially sensitive, but the point is of general application, a distilled and sanitised version of the question and answer may be circulated. Similarly any further clarification of issues arising or addenda will be circulated to all Tenderers in writing.
- 7.7. The closing date for clarifications to be raised will be as set out in the timetable at paragraph 2.1.

### **8. NOTIFICATIONS**

- 8.1. Information will be added to the Portal throughout the procurement process as necessary.
- 8.2. Although an email alert will normally be issued to prompt Tenderers to log on to the system when a communication is issued, Tenderers should note that it is their responsibility to review all previous questions and answers that have been asked and answered as well as any additional information that might be posted on the Portal from time to time. Therefore, it is recommended that Tenderers regularly check the Portal and keep their email addresses up to date.

### **9. CONTENTS OF THE TENDER**

- 9.1. Tenderers are invited to submit one compliant Tender. Variants are not permitted and will be rejected. A variant submission will be considered non-compliant and not substantially complete for the purposes of paragraph 11 of this ITT.
- 9.2. Within the Invitation to Tender on the Portal there are three electronic 'Response Envelopes' for the Tenderer to complete and submit as part of its Tender.

- 9.3. The **Qualification Envelope** –this contains the minimum requirements for qualification. If a Tenderer does not meet any of these minimum requirements it will be rejected. The minimum requirements are as follows:
- 9.3.1. The completed and returned:
    - 9.3.1.1. Schedule of Confidential Information;
    - 9.3.1.2. provision of Staffing Information Deed of Undertaking and Agreement (only relevant if TUPE applies);
    - 9.3.1.3. Collateral Warranty (only relevant if the contract or part of the contract is going to be sub-contracted by the winning Tenderer)
  - 9.3.2. The **supplier information** questions (section [ ] on the Portal)<sup>1</sup>
  - 9.3.3. the **selection assessment questions** (section [ ] on the Portal)<sup>1</sup> that Tenderers must have in order to provide the Services in terms of:
    - 9.3.3.1. suitability to pursue the professional activity;
    - 9.3.3.2. economic and financial standing; and
    - 9.3.3.3. insurance held.
- 9.4. **The Technical Envelope**
- 9.4.1. The Technical Envelope comprises:
    - 9.4.1.1. Completion and return of:
      - 9.4.1.1.1. the Bona Fide Tendering and Anti-Collusion Certificate;
      - 9.4.1.1.2. the Collateral Warranty (if applicable); and
      - 9.4.1.1.3. completion of the Schedule of Confidential Information
    - 9.4.1.2. an Executive Summary setting out the overall architecture of the proposed solution; and
    - 9.4.1.3. the Method Statements set out in the Response Document (Volume 4).
  - 9.4.2. The Form of Tender, Anti-Collusion Certificate and Provision of Staffing Information Deed of Undertaking and Agreement (where relevant – see Qualification Envelope above) must be signed by the Tenderer/Lead Tenderer and all members of a Group (and where relevant all Significant Sub-contractors):
    - 9.4.2.1. where the Tenderer is a partnership, by two duly authorised partners;
    - 9.4.2.2. where the Tenderer is a company, by two directors or by a director and the secretary of the company or by a director and a witness who attests the signature, such persons being duly authorised for the purpose;
    - 9.4.2.3. where the Tenderer is an individual, by that individual;
    - 9.4.2.4. where the Tenderer is a trust, by two duly authorised persons.
  - 9.4.3. The Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in paragraph 9.4.2.1.
  - 9.4.4. If the Tenderer is appointing a Significant Sub-contractor(s) the Collateral Warranty must be duly executed by the Significant Sub-contractor(s).
  - 9.4.5. The Method Statements which Tenderers are required to submit are set out in Volume 4 Response Document . Tenderers are required to set out in these Method Statements how they will perform the Services in accordance with the Specification and the Call-off

Contract and how they will work with the Council to deliver best value in the performance of the Call-off Contract.

9.4.6. Tenderers must ensure that the Method Statements are sufficiently detailed and the finalised Method Statements will be incorporated into the Call-off Contract and will form part of the successful Tenderer's contractual commitment to the Council.

9.4.7. The Technical Response will be evaluated in accordance with the Qualitative Award Criteria.

9.5.

9.6.

9.7.

9.8. The **Technical Envelope** – comprising the Tenderer's Response to the Award Criteria.

9.8.1. By the Deadline for receipt of Tenders, the Tenderer shall submit responses to all sections of the '**Technical Envelope**', comprising the following:

9.8.1.1. an Executive Summary setting out the overall architecture of the proposed solution; and

9.8.1.2. the Method Statements set out in the Response Document (Volume 4).

9.9. The **Commercial Envelope**

9.9.1. The Tenderer shall complete all sections of the Commercial Envelope.

9.9.2. All prices and rates requested in the Commercial Envelope shall be inclusive of all disbursements and any other costs or expenses necessary for the proper performance of the Services and include for all Service Provider risks under the Contract. All prices and rates shall be exclusive of Value Added Tax. The Council shall not pay any sum or sums other than those set out in the Pricing Document.

9.10. Tenders should contain all of the information required on the Portal. Where a word limit is set Tenderers shall ensure that their response is within the maximum word count indicated. The Council will disregard any part of a response to a question which exceeds a specified word limit.

9.11. Responses should be self-contained and not cross-referenced back to SQ or any other responses.

9.12. Generic and promotional material should not be included.

9.13. Tenderers should ensure that their Tender is complete when submitted and that all accompanying documentation is provided. Incomplete Tenders may be rejected.

9.14. Tenders received after the Deadline or otherwise not in accordance with the submission instructions will be rejected.

9.15. Each section of the Tender shall:

9.15.1. be saved as individual documents in Microsoft Word in Calibri type face and 11 font size or excel format and any drawings should be in pdf (Adobe PDF reader version 8.2.1 or below);

9.15.2. have the name of the Tenderer and the section and sub-section reference clearly indicated at the top each page of the Tender;

9.15.3. be submitted in English; and

9.15.4. price and financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

## 10. **PROCEDURE FOR SUBMITTING TENDERS**

- 10.1. Tenderers are required to submit their completed Response Envelopes through the Portal. Use of this system does not require the purchase of high specification IT equipment or connections, or high level personal IT skills/capabilities. Tenderers are advised to complete their Response Envelopes in advance of the Deadline to allow time to request guidance where it is required. It is the responsibility of Tenderers to ensure they are familiar with the system and allow sufficient time for finalising their completed Response Envelopes.
- 10.2. The Council is not responsible for inaccurate or incomplete contact information input into the Portal by Tenderers. It is the responsibility of a Tenderer to ensure that the contact information they have entered for their organisation on the Portal is accurate and kept up to date. Important notification messages relevant to this procurement may not be received by a Tenderer should the contact information be inaccurate. If at any stage a Tenderer needs to update the contact information held for their organisation this can be achieved by submitting it via the Portal. The Council is under no obligation to respond/follow up on 'out of the office' responses received from a Tenderer and so Tenderers will need to make appropriate arrangements to deal with absences. For any technical advice or assistance relating to the e-tendering system if for any reason the Portal is not available, please contact the Portal helpdesk between 8.00am and 6.00pm Monday to Friday on 0800 368 4850 (or +442033496601 if outside the UK) or email [help@capitalesourcing.com](mailto:help@capitalesourcing.com) This email address should only be used where there are technical issues with the Portal. Otherwise, all questions and queries relating to this procurement should be submitted via the Portal.
- 10.3. All aspects (documents/attachments/responses) of completed Responses Envelopes must be submitted electronically via the Portal. Once the completed Response Envelopes have been submitted a pop-up box will appear notifying the Tenderer. **The Tenderer is not permitted to return by email any part of the completed Response Envelopes. Any attempt to email any part of the completed Response Envelopes may result in the Tender being disqualified.**
- 10.4. All duly completed Response Envelopes must be submitted via the Portal by the Deadline. Tenderers are advised to allow plenty of time to submit their completed Response Envelopes onto the Portal as this will take some time to complete and the Council reserves the right to disqualify and not evaluate any completed Response Envelopes submitted after the Deadline.
- 10.5. All Forms of Tender must remain valid and open for acceptance by the Council for a period of six months.
- 10.6. The Tenderer shall include in its Tender details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of these Instructions to Tenderers.
- 10.7. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the Council.
- 10.8. Tenderers are required to complete all sections of the Qualification Envelope, Technical Envelope and Commercial Envelope.

## SECTION FOUR – EVALUATION

### 11. COMPLIANCE CHECKS

- 11.1. All Tenders will be first checked for compliance with this ITT and for completeness. The Evaluation Team may seek clarification from the Tenderers in order for the Evaluation Team to determine if a Tender is complete and compliant. Tenderers are reminded that Tenders must not be qualified or subject to clarification or confirmation and must be submitted strictly in accordance with this ITT.
- 11.2. If a Tender is not substantially complete, or is qualified, is offered as a variant, or is not submitted in accordance with this ITT, then the Council may exclude such responses from further consideration. The Council's decision to exclude such a Tender shall be final.
- 11.3. A compliant Tender is one which:
- 11.3.1. is complete;
  - 11.3.2. is for the provision of the whole of the Services;
  - 11.3.3. is not qualified or subject to clarification or confirmation and does not leave any material matter for negotiation or dialogue (this being a Restricted Procedure which does not facilitate dialogue or negotiation);
  - 11.3.4. does not derogate from the Contract;
  - 11.3.5. is delivered before the Deadline; and
  - 11.3.6. includes all documents and responses as required on the Portal duly completed/submitted in all material respects (the Council reserves the right to allow a Tenderer to remedy a minor omission or administrative errors in their written submission or a Tender Form but does not guarantee it will exercise that discretion).

### 12. TENDER EVALUATION AND AWARD PROCEDURE

- 12.1. The Council intends to award the Contract on the basis of the Tender that represents the most economically advantageous offer to the Council. Tenders shall be evaluated in accordance with the evaluation methodology set out in this section and Appendix 2.
- 12.2. **Qualification Stage:** The evaluation will follow a methodical and auditable process. Provided the Tender has passed the initial compliance stage as referred to at paragraph 9.3 above Tenderers' responses to the Selection Questionnaire will be assessed in accordance with the provisions of Appendix 2 (Qualification Stage Evaluation). Tenders that do not meet pass the Qualification Stage will be disqualified from further consideration in this procurement and will not be taken forward to the Award Stage.
- 12.3. **Award Stage:** Tenders successfully passing the Qualification Stage described in paragraph 12.2 above will be subject to the Award Stage evaluation which will comprise an assessment of the Tenders to determine which is most the most economically advantageous to the Council. The two (2) key areas of the Award Stage are outlined below:
- 12.3.1. Quality, [60<sup>17</sup>]% (Questions in Technical Envelope on the Portal)
  - 12.3.2. Price, [40]% (Questions in Commercial Envelope on the Portal)
- 12.4. The above represent the high level evaluation criteria ("Tier 1 Evaluation Criteria") that will be applied to the Tenders at the contract award stage.

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<sup>17</sup> Note that permission from procurement must be sought to deviate from this percentage split. The split should also be included in the procurement strategy.

- 12.5. In respect of Tenders, the Evaluation Team will conduct the assessment of the Tier 1 Evaluation Criteria by reference to the pre-defined Evaluation Sub-Criteria published in this ITT. Appendix 1 to this ITT sets out:
- 12.5.1. details of the Tier 2 and Tier 3 Evaluation Sub-Criteria; and
  - 12.5.2. details of the relative weightings that will be applied in respect of the Evaluation Criteria.
- 12.6. The Council shall not be bound to award the Contract to the Tenderer with the lowest price structure.
- 12.7. The Council reserves to itself the right in its absolute discretion:
- 12.7.1. to award the Contract to the Tenderer who submits the most economically advantageous tender in accordance with the criteria set out in Appendix Two; or
  - 12.7.2. not to award the Contract.
- 12.8. Where information or documentation to be submitted by Tenderers is or appears to be incomplete or erroneous, or where specific documents are missing, the Council reserves the right at its absolute discretion to request Tenderers to submit, supplement, clarify or complete the relevant information or documentation within a time limit to be given.
- 12.9. Groups are referred to paragraph 17 of this ITT. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of the Group and **MUST** make clear the responsibilities/roles of Group members.
- 12.10. **Evaluation Team**
- 12.10.1. The Council has established an evaluation team comprising of representatives from the Council with support from external advisers (the "Evaluation Team"). The Evaluation Team will be responsible for evaluating the Tenders and raising clarifications with Tenderers.
- 12.11. **Evaluation of the Tenders**
- 12.11.1. Following the Deadline, the Evaluation Team may issue clarifications to Tenderers via the Portal. In particular, the Council may request clarifications in respect of a Tenderer's Tender. The Council will expect Tenderers to provide a prompt response to all clarifications issued by the Council and, unless otherwise requested by the Council, by no later than 17:00 on the Working Day following that on which the query was received by the Tenderer.
  - 12.11.2. Following any clarifications the Evaluation Team will evaluate the Tenders including any clarification responses.
13. **ABNORMALLY LOW TENDERS**
- 13.1. While the Council is keen to procure Services that are value for money, it is equally keen to ensure that Tenders are sustainable and properly priced in order that it may have confidence in the robustness and stability of the Tender and the Services. The Council will therefore scrutinise Final Tenders (as a whole and each component element) closely by reference to other Tenderers' offers and/or what may be reasonably regarded as the market norm for evidence of any deliberate or tactical under-pricing and for abnormally low tenders. The Council requires Tenderers to observe these requirements and formulate each element of their pricing accordingly.
- 13.2. In particular, the Council intends to apply strictly the rules set out in regulation 69 of the Regulations relating to the investigation and potential rejection of abnormally low tenders.
- 13.3. Without prejudice to any other rights and remedies that the Council may have, the Council may therefore:
- 13.3.1. review Tenders to ascertain whether any of them appear abnormally low;

- 13.3.2. analyse further any Tender appearing abnormally low; and/or
- 13.3.3. request a written explanation of any part(s) of a Tender which the Council consider contributes to the offer being abnormally low and to take account any response provided by a Tenderer to such request. If, after such a written explanation has been provided by a Tenderer in response to such a request, the Council is still of the opinion that the relevant Tender is abnormally low, the Council reserves the right to accept or reject such Tender in its absolute discretion in accordance with the Regulations.

14. **ACCEPTANCE OF TENDER**

- 14.1. Any acceptance by the Council of a Tender shall be notified to the successful Tenderer in writing by the Council (the "Acceptance Letter"). Until the execution of the formal Contract referred to in paragraph 4.4.4, a successful Tender (including any agreed amendments in writing), together with the Council's Acceptance Letter, shall form a binding agreement between the Council and the successful Tenderer on the terms set out in the Contract Documents.
- 14.2. The successful Tenderer will be required to commence the provision of the Services on [ ]<sup>18</sup>(or such other date to be advised) being the Commencement Date.

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<sup>18</sup> Insert anticipated start date of the contract



## SECTION FIVE: CONDITIONS OF TENDERING

### 15. SUFFICIENCY OF INFORMATION

- 15.1. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.
- 15.2. The Tenderer will be deemed for all purposes connected with the Tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as described in the Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

### 16. COSTS AND EXPENSES

- 16.1. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.
- 16.2. The Tenderer shall have no claim whatsoever against the Council in respect of such costs and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer or any other Tenderer 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 Council to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.

### 17. BIDDING ORGANISATIONS AND GROUPS

- 17.1. The Council wishes to maximise competition to secure best value for money for the Council and is keen to ensure that the procurement is open to a wide market and that there is genuine competition. A Tenderer may tender for the Contract as a single entity or as part of a Consortium (in whatever form).
- 17.2. A Tenderer may express interest in the Contract in its own right or in a Consortium as a member at tier one. It may not however:
- 17.2.1. bid with any Consortium member and in competition with the same Consortium member at tier one;
  - 17.2.2. express interest as a single entity and as part of a Consortium where that Tenderer is in the Consortium at tier one; or
  - 17.2.3. be a member of more than one Consortium at tier one.
- 17.3. If the Tenderer completing the Tender is doing so as part of a Consortium, the following information must be provided with the completed Tender:
- 17.3.1. names of all Consortium members;
  - 17.3.2. the lead member of the Consortium (the "Lead Tenderer") who will be contractually responsible for delivery of the Contract (if a separate legal entity is not being created but rather a Prime Contractor and Sub-Contractor arrangement is proposed);
  - 17.3.3. if the Consortium is not proposing to form a legal entity, full details of the proposed structure of the consortium and arrangements which will be put in place shall be set out in a separate appendix to the Tender Response;
  - 17.3.4. each member of the grouping must complete and return with the Tender all questions in sections 1.1(a) to (h) in section 1; section 2 and section 3 of the Qualification Envelope (see appendix 5 to this ITT for further details); and

17.3.5. the percentage splits of the overall contract which it is proposed that each member will provide.

17.4. The Lead Tenderer's response to section 4 (Economic and Financial Standing) and [Part 3 (Additional Questions in the Technical Envelope)]<sup>19</sup> may be a composite response on behalf of the Consortium members. When doing so the Lead Tenderer must specify in the responses which content/experience relates to the Lead Contractor and each other member of the consortium/Significant Subcontractor.

17.5. Tenderers should note that the Council may require the Consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the Council as being necessary for the satisfactory performance of the Contract. Consortium members will be required to assume joint and several liability. The Council also reserves the right to seek clarification regarding the information submitted and the relationships between members of a group as part of its assessment and selection process.

17.6. The Council recognises that arrangements in relation to a Consortium may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Council must be immediately notified of any changes, or proposed changes, in relation to the Consortium so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Council reserves the right to deselect a Tenderer prior to any award of Contract, based on an assessment of the updated information.

17.7.

## 18. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

18.1. The Tender documents and all other documentation issued by the Council relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.

18.2. The copyright in all the documents that constitute the Contract shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

18.3. The Council may disclose detailed information relating to any Tender to the Council's members, directors, officers, employees, agents or advisers and they may make the Tender documents available for private inspection by the Council's members, directors, officers, employees, agents or advisers.

## 19. **SUB-CONTRACTING**

19.1. Tenderers must be able to satisfy the Council as to their ability to perform the Services in accordance with the Contract. Nevertheless the Council will consider proposals from the Tenderer for part of the Services to be performed by sub-contractors provided that:

19.1.1. the proposed part of the Services and the sub-contractors are approved by the Council which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and

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<sup>19</sup> Delete if you are not including any additional questions

19.1.2. upon request by the Council, the Tenderer procures a collateral warranty (in a form approved by the Council) from the proposed sub-contractors to the Council in respect of the performance of the relevant part of the Services.

19.2. Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.

**20. PARENT COMPANY GUARANTEE**

20.1. If the successful Tenderer is a subsidiary company (within the meaning of section 1159 of the Companies Act 2006) then a Guarantee (in the form of the Parent Company Guarantee set out in Volume 3 (Contract)) from the successful Tenderer's ultimate holding company or companies may be required to secure the successful Tenderer's due and punctual performance of its obligations under the Contract. Tenderers should supply the name and registered office address of their ultimate parent company.

**21. AMENDMENTS TO ITT DOCUMENTS**

21.1. The Council reserves the right to issue amendments or modifications to the ITT Documents during the ITT period.

21.2. Any such amendments will be issued to all Tenderers simultaneously (via the Portal or directly) and Tenders will be assumed to take such amendments, and any modifications or amendments arising from the ITT, into account.

**22. FREEDOM OF INFORMATION ACT 2000**

22.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Law provides that anyone can ask the Council for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the Council under this tendering process will be subject to the FOIA/EIR disclosure provisions.

22.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the Council as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Tender (marked "FOIA/EIR Schedule"), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.

22.3. Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" only has the effect of identifying to the Council that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" your company's interests.

22.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at the Ministry of Justice website.

22.5. If the Council receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in your Tender, then the Council will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, the Council has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the Council has up-to-date contact details and that the contact is able to respond to a request quickly.

- 22.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the Council will not disclose such information (or the fact that it holds it) since the Council cannot fetter the application of the FOIA/EIR.
23. **TUPE<sup>20</sup>**
- 23.1. The Council has obtained information from the contractors currently providing Services similar to the Services. Relevant information relating to the workforce currently engaged in providing the Services is set out in Appendix 4 to this ITT ("Workforce Information"). Tenderers shall treat the Workforce Information as strictly confidential.
- 23.2. Whilst the Council has obtained and collated this information in good faith, the Council gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains the Tenderers' responsibility to ensure that their Tender takes full account of all the costs of complying with TUPE. However, the Contract will contain an adjustment mechanism so that the price will be adjusted to take account of any differences between the TUPE information provided to the Tenderers prior to submission of their bids and the actual position at the time the transfer of employees takes place. Tenderers are required to take all reasonable steps to mitigate any additional costs and any adjustments.
- 23.3. Tenderers shall seek independent professional advice on the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006, including any subsequent amendments (the "TUPE Regulations") on their Tenders and the Contract(s). The Council gives no assurances, warranties or assumptions as to the effect of TUPE on the Contractor or otherwise.
- 23.4. The successful Tenderer shall be deemed to have satisfied themselves as to the applicability of TUPE and shall indemnify the Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not themselves bring proceedings against the Council in connection with TUPE.
- 23.5. If TUPE is deemed to apply, the successful Tenderer will be expected to comply with the consultation requirements in the TUPE Regulations.
- 23.6. Any meetings with third party employees during the Tender period must be arranged through the Council. Tenderers shall not approach such employees or their representatives directly.
- 23.7. The Council does not envisage that any current Council employees will transfer under TUPE at the outset of the Contract.<sup>21</sup>
- 23.8. Tenderers should also note that the successful Tenderer will, at the end of the Contract, itself be required to supply details of the workforce engaged in the Services (and that of any relevant sub-contractors and any such information as the Council reasonably requires) so that this information can be passed to Tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the Contract (Volume Three) for further details.
- 23.9. The successful Tenderer will be required to ensure pension protection for those members of the workforce who have a continued right to LGPS membership or equivalent.
24. **COUNCIL'S RIGHT TO REJECT OR ABANDON**
- 24.1. The Council has not made, and will not make, any agreement or representation that a contract shall be offered in accordance with this ITT and the publications of this ITT in no way commits the Council to award any contract pursuant to any tendering process for this Contract.
- 24.2. The Council is not committed to any course of action as a result of issuing this ITT or conducting discussion with Tenderers in respect of it or any other communication between the Council and any

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<sup>20</sup> Consider whether TUPE applies to the Services. This para 23 is drafted on the basis that there is a current workforce which are assigned to the service. If that is not the case then delete paragraphs 23.1-23.6 and 23.9, as well as Appendix 4 to this ITT and mark the appendix as "NOT USED".

<sup>21</sup> Consider whether any Council employees will transfer at the outset of the Contract. If they will, amend this statement.

other party. In particular, Tenderers should note that the Council, in its absolute discretion reserves the right at any time:

- 24.2.1. to disqualify any Tenderer who makes material changes to any aspect of either its SQ or Tender unless requested to do so by the Council or unless substantial justification can be provided to the satisfaction of the Council;
- 24.2.2. to reject any Tender that makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions of Contract, the Specification or the Schedules except where a variation or alteration is expressly invited or permitted by the Employer in writing prior to submission of the Tender;
- 24.2.3. to reject any Tender that does not provide for the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the Council in writing;
- 24.2.4. to seek clarification of any aspect of Tenderer's Tenders;
- 24.2.5. to amend or add to its requirements relating to the submission of Tenders and/or in relation to the Contract generally;
- 24.2.6. to extend or vary the procurement timetable or process including without limitation to introduce further stages in the process;
- 24.2.7. to reject any Tender;
- 24.2.8. to accept any Tender either in whole or in part or parts;
- 24.2.9. not to accept the lowest priced Tender; and
- 24.2.10. to discontinue and/or recommence the procurement for the Contract and not to enter into any contract.

**25. NON-COLLUSION AND CANVASSING**

- 25.1. The Council reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
- 25.1.1. discloses to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
  - 25.1.2. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or
  - 25.1.3. fixes prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
  - 25.1.4. has submitted a price for the provision of the Services which is abnormally low; and/or
  - 25.1.5. 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 in relation to any other tenderer or any other person's proposed Tender any act or omission; and/or
  - 25.1.6. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
  - 25.1.7. or any employee or agent of it has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
  - 25.1.8. has directly or indirectly canvassed any member or official of the Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain

information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer; and/or

- 25.1.9. has done anything improper to influence the Council during the Tender period; and/or
- 25.1.10. has failed to use the English language; and/or
- 25.1.11. has failed to return the Response Envelopes fully completed and signed; however the Council may request Tenderers whose information or documents appear to be incomplete or erroneous or where specific documents are missing to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.

25.2. The Council also reserves the right to reject a Tender:

- 25.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
- 25.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
- 25.2.3. from a group company of another Tenderer;
- 25.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
- 25.2.5. from a Tenderer where the Council believes that there has been any form of co-operation or collusion with another Tenderer.

25.3. For the avoidance of doubt any non-acceptance or rejection in accordance with paragraphs 24, 25.1 and 25.2 above shall be without prejudice to any other civil remedies available to the Council or any criminal liability that such conduct by a Tenderer may attract.

## 26. **TENDERER'S WARRANTIES**

26.1. In submitting a Tender the Tenderer warrants, represents and undertakes to the Council that:

- 26.1.1. it has not done any of the acts or matters referred to in paragraph 25.1 above and has complied in all respects with these Instructions to Tenderers;
- 26.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Tender are at the date of the Tender true, complete and accurate in all respects and that it will promptly notify the Council in writing of any changes which affect such information, representations or other matters of fact;
- 26.1.3. 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 has not entered 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 Council;
- 26.1.4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
- 26.1.5. it is of sound financial standing and the Tenderer 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 Tenderer) submitted to the Council that may adversely affect such financial standing in the future; and

- 26.1.6. it has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

27. **ANNOUNCEMENTS**

- 27.1. The Council reserves the right to publish the amounts of Tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with statutory provisions with which the Council must comply.

28. **EQUAL OPPORTUNITIES**

- 28.1. Tenderers are reminded of their obligations to comply with the provisions of the Equalities Legislation and the obligations on the successful Tenderer to assist the Council to comply with their obligations under the Equalities Legislation.

## APPENDIX ONE: GLOSSARY

Term or Abbreviation	Definition
Consortium	a group of economic operators as described in Regulation 19(3);
EIR	Environmental Information Regulations 2004;
Equalities Legislation	means all legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including without limitation the Equality Act 2010, the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any successor or amending Law concerning the same;
FOIA	Freedom of Information Act 2000;
Information	the information contained in this ITT, or which has been or will be made available to the Tenderer in connection with any further enquiries in relation to its subject matter;
ITT	this invitation to tender;
Method Statement	means the method statements to be prepared by Tenderers;
Selection Questionnaire	the questionnaire used by the Council to select Tenderers to be invited to take part in the procurement;
Standstill Period	the period of 10 calendar days after the successful Tenderer is advised of the Contract Award decision and Contract conclusion in accordance with regulation 86 of the Public Contracts Regulations 2015;
Successful Tenderer	the Tenderer awarded the Contract pursuant to the procurement process;
Services	the Services to be provided by the Successful Tenderer as set out at Volume 2 (Specification) of the ITT;
Tender	each of the economic operators (whether a single bidding organisation or a Consortium) to whom this ITT is issued; and
Tenders	the tenders submitted by Tenderers in response to this ITT.



## APPENDIX TWO: EVALUATION

### STAGE ONE: SELECTION EVALUATION

#### 1. INTRODUCTION

- 1.1. As part of the Council's assessment of Tenderers' suitability for the provision of the Services, Tenderers are required to provide responses to the questions in the Selection Questionnaire. If a Tenderer fails to respond to any of the questions in the Selection Questionnaire, that Tenderer's Tender shall be deemed to be non-compliant and the Tender will not be evaluated at Award Stage.
- 1.2. A Tenderer shall be considered as unsuitable for the award of the Contract and its Tender shall not be evaluated at Award Stage where that Tender fails to meet the selection criteria set out in the Selection Questionnaire.
- 1.3. Compliant SQ Responses will then be assessed on a pass/fail basis against the Minimum Standards described for the following sections of the SQ as further described in the paragraphs set out in the table below:

Heading	Criteria	Paragraph
Section 1- Tenderer Information	Information only	
Section 2 - Grounds for Mandatory Exclusion	Pass/Fail	
Section 3 - Grounds for Discretionary Exclusion	Pass/Fail	
Section 4 - Economic and Financial Standing	Pass/Fail	
Section 5 - Wider Group Details	Pass/Fail	
Section 6 - Technical and Professional Ability	Pass/Fail	
Section 7 - Modern Slavery Act	Pass/Fail	
Section 8.1 - Insurance	Pass/Fail	
Section 8.2 - Skills and Apprentices	Pass/Fail	

#### 1.4. Self - Certification

Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Tenderer to self-certify that there are no mandatory/discretionary grounds for excluding their organisation. When requesting evidence that the Tenderer can meet the specified requirements the Council may only obtain such evidence after the Final Tender evaluation decision i.e. from the winning Tenderer only.

- 1.5. At this stage in the procurement the Council permits the Tenderer to self-certify the following questions:

- 1.5.1. Section 2 – Grounds for Mandatory Exclusion;
- 1.5.2. Section 3 – Grounds for Discretionary Exclusion;
- 1.5.3. Section 4 – Economic & Financial Standing;
- 1.5.4. Question 8.1 – Insurance;
- 1.5.5. Question 8.2 – Skills and Apprenticeships.

## 2. SECTION 1 - TENDERER INFORMATION – INFORMATION ONLY

- 2.1. Tenderers are required to complete Section 1 (Tenderer Information) of the SQ. Any Tenderer who fails to provide all of the information required may, at the discretion of the Council, be deemed non-compliant and excluded from the procurement process.

## 3. SECTION 2 - GROUNDS FOR MANDATORY EXCLUSION – PASS/FAIL

- 3.1. Tenderers must complete Section 2 (Grounds for Mandatory Exclusion) in the SQ.
- 3.2. Section 2 is assessed on a pass/fail basis. Tenderers are required to pass Section 2 in order for their SQ Response to be considered further by the Council.
- 3.3. In order to pass Section 2, Tenderers must provide all of the information required in Section 2 of the SQ and pass the Minimum Standard for Section 2 described in the table below. Any Tenderer who fails to satisfy the Minimum Standard will be rejected.

Criteria	Minimum Standard and method of assessment
<b>Grounds for Mandatory Exclusion</b>	<p><b>Pass/Fail</b></p> <p>You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).</p> <p>If you have answered “yes” to question 2.3 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate appendix. You may contact the Council for advice before completing this form.</p> <p>Tenderers answering “yes” to question 2.1 have the opportunity to provide evidence of “self-cleaning” in a separate appendix. Should an Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Council will evaluate this evidence before making a decision on whether to exclude the Tenderer.</p> <p>If such evidence is considered by the Council (whose decision will be final)</p>

	<p>as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.</p> <p>In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:</p> <ul style="list-style-type: none"> <li>• paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;</li> <li>• clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and</li> <li>• taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.</li> </ul> <p>The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.</p>
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#### 4. SECTION 3 – GROUNDS FOR DISCRETIONARY EXCLUSION – PASS/FAIL

- 4.1. Section 3 (Grounds for Discretionary Exclusion) is also scored on a pass/fail basis. Tenderers are required to pass every question in Section 3 of the SQ in order for their responses to be considered further by the Council. The Council may exclude an Tenderer from the procurement if the Tenderer answers yes to any of the questions in Section 3 and the rejection event has occurred in the last three years but may decide, having considered all the relevant circumstances, to allow the Tenderer to proceed further.
- 4.2. If an Tenderer answers ‘yes’ to any question, Tenderers should set out (in a separate appendix) full details of the relevant incident and any remedial action taken subsequently. The Council will evaluate this evidence before making a decision on whether to exclude the Tenderer.
- 4.3. Tenderers answering “yes” to any question have the opportunity to provide evidence of “self-cleaning” in a separate appendix. Should an Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Council will evaluate this evidence before making a decision on whether to exclude the Tenderer.
- 4.4. The Council is also entitled to exclude an Tenderer in the event that the Tenderer is guilty of serious misrepresentation in providing any information referred to within the Regulations or if the Tenderer fails to provide any such information requested by the Council.
- 4.5. **Conflicts of interest**
  - 4.5.1. In accordance with question 3.1 (g) of Section 3 of the SQ the Council may exclude the Tenderer 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.
  - 4.5.2. Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council, detailing the conflict in a separate appendix. Provided that it has been carried out in a transparent manner,

routine pre-market engagement carried out by the Council should not represent a conflict of interest for the Tenderer.

4.6. **Taking account of Tenderers' past performance**

- 4.6.1. In accordance with question 3.1 (i) of Section 3 of the SQ the Council may assess the past performance of an Tenderer (through a certificate of performance provided by a customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Tenderer completing the SQ. The Council may also assess whether specified Minimum Standards for reliability for such contracts are met.
- 4.6.2. In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. Tenderer selection, Tender evaluation, contract award stage etc.). Tenderers 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).

4.7. Minimum Standards for Section 3 of the SQ are set out in the table below.

Criteria	Minimum Standard and method of assessment
<b>Grounds for Discretionary Exclusion</b>	<p><b>Pass/Fail</b></p> <p>The Council may exclude you from the procurement exercise if you answer “yes” to any of the questions in this section but may decide, having considered all the relevant circumstances, to allow you to proceed further. If you answer ‘yes’ to any question, please set out (in a separate appendix) full details of the relevant incident and any remedial action taken subsequently. The Council will evaluate this evidence before making a decision on whether to exclude you.</p> <p>The Council is also entitled to exclude you in the event that you are guilty of serious misrepresentation in providing any information referred to within the Public Contracts Regulations 2015 or you fail to provide any such information requested by us.</p> <p>Tenderers answering “yes” to question 3.1 have the opportunity to provide evidence of “self-cleaning” in a separate appendix. Should an Tenderer provide sufficient evidence that robust remedial action has taken place subsequently which prevents a re-occurrence of the offence or misdeed, then the Council will evaluate this evidence before making a decision on whether to exclude the Tenderer.</p> <p>If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.</p> <p>In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has:</p> <ul style="list-style-type: none"> <li>● paid or undertaken to pay compensation in respect of any</li> </ul>

Criteria	Minimum Standard and method of assessment
	<p>damage caused by the criminal offence or misconduct;</p> <ul style="list-style-type: none"> <li>clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and</li> <li>taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.</li> </ul> <p>The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.</p>

## 5. SECTION 4 – ECONOMIC AND FINANCIAL STANDING – PASS/FAIL

- 5.1. Section 4 is assessed on a pass/fail basis.
- 5.2. Tenderers are required to pass Section 4 in order for their responses to be considered further by the Council.
- 5.3. In order to pass Section 4, Tenderers must provide all of the information required in Section 4 of the SQ and pass the Council's minimum level of economic and financial standing as set out below. Any Tenderer who fails to provide all of the information required or who fails to satisfy the Minimum Standard may be rejected, at the discretion of the Council. Where the Tenderer is a Consortium, each member of the Consortium must pass the Minimum Standard as described below.

Criteria	Minimum Standard and method of assessment
<b>Question 5.1</b>	<p>Turnover Threshold – Pass/Fail</p> <p>Tenderers must provide all of the information required. Any Tenderer who fails to provide all of the information required will, at the discretion of the Council, have been deemed to fail.</p> <p>Tenderers must provide the information set out at Section 4 of the Selection Questionnaire.</p> <p>The minimum standards have been set in order to give the Council the assurance that those Tenderers to whom it issues an Invitation to Tender and ultimately the organisation which is awarded the contract is financially stable and that the contract will not excessively dominate the existing business of the successful Tenderer.</p> <p>The Council will use CreditSafe, an independent third party, to obtain financial reports and accounts for Tenderers and use it to verify the Tenderer's fulfilment of these minimum standards for economic and financial standing.</p>
<b>Step 1: Minimum Turnover Threshold</b>	Minimum Turnover Requirement:

Criteria	Minimum Standard and method of assessment
	The Tenderer's average turnover in the past two years must be in excess of [ ] <sup>22</sup> (in pounds sterling <sup>23</sup> ) (the "Turnover Threshold") based on accounts available from Creditsafe or information supplied by the Tenderer.
<b>Step 2: Assessment of the financial statements and CreditSafe report</b>	When considering the financial statements and evidence provided by the Tenderers (and their parent company as applicable) the Council will critically examine financial accounts submitted. Tenderers will be required to meet the following threshold:  A CreditSafe Threshold score of 50 or more.
<p>For the avoidance of doubt, where an Tenderer is constituted by way of:</p> <ul style="list-style-type: none"> <li>• a single organisation, the single organisation must pass Step 1 and Step 2;</li> <li>• a Consortium: <ul style="list-style-type: none"> <li>○ the Consortium (together) must pass the Turnover Threshold. In order to calculate whether a Group passes the Turnover Threshold, the 2 year mean average turnover for the Lead Tenderer and every other member of the Group will be calculated by multiplying their Turnover by the percentage in the legal entity to be formed that the member shall take (actual or anticipated) (as identified in the completed attachment to the SQ). The total proportions of the Turnover shall be added together to reach a "combined turnover". This combined figure will be used to determine whether the Group passes the Turnover Threshold; and</li> <li>○ all Consortium parties with an equity share shall EACH pass Step 2;</li> </ul> </li> <li>• a Prime Contractor with Significant Sub-Contractors: <ul style="list-style-type: none"> <li>○ the Prime Contractor with any Significant Sub-Contractor(s) must pass the Turnover Threshold. In order to calculate whether a Prime Contractor with any Significant Sub-Contractor(s) passes the Turnover Threshold, the 2 year mean average turnover for the Prime Contractor and every other Significant Sub-Contractor(s) will be calculated and then multiplied by their (actual or anticipated) percentage proportion of the contract to be undertaken by each member (as identified in the completed attachment to the SQ). The total proportions of the Turnover shall be added together to reach a "combined turnover". It is this combined figure that will be used to determine whether the Prime Contractor with any Significant Sub-Contractors passes the Turnover Threshold; and</li> <li>○ the Prime Contractor and the Significant Sub-Contractors shall EACH pass Step 2 individually.</li> </ul> </li> </ul>	
<p><b>Mitigating Solutions:</b> Where an Tenderer does not meet the minimum standards set out in Step 1 or Step 2, the Tenderer will be deemed to have failed, unless the Tenderer has, in the reasonable opinion of and at the discretion of the Council, only narrowly missed passing the minimum standard or not satisfied the tests for good reason or the Tenderers can provide:</p> <ul style="list-style-type: none"> <li>• letters of support from its parent company (or, in the case of a group, including prime Contractor bids, parent companies of the lead member and/or relevant group</li> </ul>	

<sup>22</sup> Insert the relevant turnover threshold.

<sup>23</sup> Where the accounts are not in pounds sterling Tenderers must confirm which currency their turnover is measured in and the Council will use the Bank of England's spot rate of exchange on the submission date of the SQ to convert the currency into pounds sterling in order to carry out these checks.

Criteria	Minimum Standard and method of assessment
	<p>member/significant Sub-Contractor) that can meet the minimum standards. If the financial standing of the parent company is sufficient to provide the assurance the Council requires then the Council will require the parent company to provide a parent company guarantee in the form set out in the tender documentation and the letter of support should confirm the parent company's consent to the provision of the parent company guarantee;</p> <ul style="list-style-type: none"> <li>management accounts together with a statement from the Tenderer's bank to show financial trends/operating turnover of the company; and/or</li> <li>a bond from a reputable bondsman in a form to be agreed with the Council.</li> </ul>

## 6. SECTION 5 -- WIDER GROUP DETAILS

- 6.1. Tenderers must complete Section 5 (Wider Group Details) in the SQ.
- 6.2. Section 5 is assessed on a pass/fail basis. Tenderers are required to pass Section 5 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 6.3 below.
- 6.3. In order to pass Section 5, Tenderers must either:
  - 6.3.1. have indicated in their response to question 1.2 that they are not part of a wider group and therefore Section 5 is not applicable to them; or
  - 6.3.2. if they have indicated in their response to question 1.2 that they are part of a wider group provide all of the information required in Section 5 of the SQ.
- 6.4. Any Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## 7. SECTION 6 – TECHNICAL AND PROFESSIONAL ABILITY

- 7.1. Tenderers must complete Section 6 (Technical and Professional Ability) in the SQ.
- 7.2. Section 6 is assessed on a pass/fail basis. Tenderers are required to pass Section 6 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 7.3 below.
- 7.3. In order to pass Section 6, Tenderers must:
  - 7.3.1. have provided 3 examples of contracts of similar services provided by the Tenderer in the past 3 years in response to question 6.1; or have provided an explanation for why no examples can be given in response to question 6.3;
  - 7.3.2. have provided details of healthy supply chains with Sub-Contractors if the Tenderer intends to sub-contract any of the services.
- 7.4. An Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## 8. SECTION 7: MODERN SLAVERY ACT 2015

- 8.1. Tenderers must complete Section 7 (Modern Slavery Act 2015) in the SQ.
- 8.2. Section 7 is assessed on a pass/fail basis. Tenderers are required to pass Section 7 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 8.3 below.

- 8.3. In order to pass Section 7, Tenderers must either:
- 8.3.1. have indicated in their response to question 7.1 that it does not apply to them; or
  - 8.3.2. have indicated in their response to question 7.1 that it does apply to them and confirmed in their response to question 7.2 that it is compliant with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015.
- 8.4. An Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **9. QUESTION 8.1: INSURANCE**

- 9.1. Tenderers must complete question 8.1 (Insurance) in the SQ.
- 9.2. Question 8.1 is assessed on a pass/fail basis. Tenderers are required to pass question 8.1 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 9.3 below.
- 9.3. In order to pass question 8.1, Tenderers must self-certify that they already have, or can commit to obtain, prior to the commencement of the Contract, the levels of insurance indicated.
- 9.4. An Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **10. QUESTION 8.2 – SKILLS AND APPRENTICES**

- 10.1. Tenderers must complete question 8.2 (Skills and Apprentices) in the SQ.
- 10.2. Question 8.2 is assessed on a pass/fail basis. Tenderers are required to pass question 8.2 in order for their SQ Response to be considered further by the Council. The Minimum Standard is set out in paragraph 10.3 below.
- 10.3. In order to pass Question 8.2, Tenderers must either:
- 10.3.1. have indicated in their response to question 8.2.a that it does not apply to them; or
  - 10.3.2. have indicated in their response to question 8.2.a that it does apply to them and confirmed in their response to 8.2.b and c that it can provide supporting evidence if required to do so and has a policy in place.
- 10.4. An Tenderer who fails to satisfy this Minimum Standard will be excluded from the process and not be further considered.

## **11. PROGRESS TO AWARD STAGE**

- 11.1. Provided Tenderers pass the compliance checks and the subsequent assessments set out above they will progress to the Award Stage in the evaluation process.<sup>24</sup>

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<sup>24</sup> Note this is drafted to that all those passing the minimum standards will pass to the tender stage.



## STAGE TWO – AWARD STAGE

### 12. EVALUATION METHODOLOGY

- 12.1. This part of the Instructions provides guidance on the methodology that will be used for the evaluation of the Tenders.
- 12.2. **The Council will award the Contract to the most economically advantageous Tender based on a combination of price and quality. The next sections in this Appendix Two sets out and explains how that evaluation will be carried out.**

### 13. EVALUATION CRITERIA

- 13.1. The Evaluation Criteria which will be applied and their weightings are set out in the Table below.

Table 1 – Evaluation Criteria					
Tier 1 Evaluation Criteria	Tier 1 Weighting	Tier 2 (Evaluation Sub-Criteria)	Tier 2 <sup>25</sup> Weighting	Tier 3 (Evaluation Sub Criteria)	Tier 3 Weighting
Quality	60%				
		Social Value	16.7%	Social Value Questionnaire	50%
				Social Value Method Statement	50%
Price	40%				

<sup>25</sup> Note that each Tier must add up to 100% i.e. all the tier 2 criteria for quality add up to 100, each of the tier 3 for each tier 2 criterion must add up to 100.

#### 14. QUALITY (TECHNICAL ENVELOPE ON THE PORTAL - TIER 1 – QUALITY [ ]<sup>26</sup>%)

14.1. Tenderers are required to provide a series of Method Statements as set out in Volume 4 Response Document. The Council will assess each Tenderer's Method Statements and award scores out of a total possible score of 5 for each Method Statement in accordance with the general principles and descriptions shown in the scoring table in Table 2 below. Such scores will reflect the extent to which the proposals meet the Council's expectations. The weightings to be given to each Method Statement are set out in Table 1 above.

14.2. Social Value will be evaluated in accordance with the method set out at paragraph 2.3 of this Appendix 2

#### 14.3. Social Value (16.7%<sup>27</sup>)

Tenderer's Social Value proposals are evaluated in two sections as set out below:

##### 14.3.1. The Social Value Questionnaire (Tier 3 weighting: 50%):

- i. The Council will evaluate the aggregate financial value of the measures selected by the Tenderer in the Social Value Questionnaire. Tenderers should note that the Council will consider the information submitted in the Method Statement in order to verify the proposals submitted and to ensure there is a methodology for implementing the measures selected.
- ii. The Tenderer offering the highest financial submission for Social Value will achieve the maximum score for this sub-criteria. The other Tenderers will be scored relative to the Tenderer with the highest financial submission in accordance with the following formula:

$$(A \div B) \times C = X$$

Where:

A = the Tenderer's social value financial proposal

B = the highest financial proposal submitted

C = the maximum percentage score i.e. 50%

X = the score for the Social Value Questionnaire.

##### 14.3.2. The Social Value Method Statement (Tier 3 weighting: 50%):

- i. The Social Value Method Statement shall be evaluated using the scoring scale in Table 2 below.

##### 14.3.3. Total Social Value Score

<sup>26</sup> Insert the maximum score for quality

<sup>27</sup> Social Value must be no less than 10% of the overall weighting. The evaluation will be within the qualitative evaluation and not price. The Social Value Weighting based on different Quality:Price ratios are as follows

Quality:Price split	Minimum Social Value weighting as part of Quality
60:40	16.7%
50:50	20%
70:30	14.3%
40:60	25%

- i. In order to calculate the final Social Value score the weighted score for the Social Value Questionnaire will be added to the weighted score for the Social Value Method Statement. The total scores will then be multiplied by the overall Social Value weighting of [16.7]<sup>23</sup>%.

#### 14.4. Quality Threshold

- 14.5. Tenderers should note that if a Tenderer scores 1 or 0 on any Method Statement it will be rejected. This is because the Council considers a Tenderer who scores “unacceptable” or “poor” is not suitable to provide the Services.

#### 14.6. Scoring Scale

- 14.6.1. The Council will score the Quality proposals against each [Tier 3]<sup>28</sup> Evaluation Sub-Criteria. Scoring will be based on the 0 – 5 scale at Table 2 below. Only whole scores will be allocated.
- 14.6.2. The Tenderer must score 2 or more out of 5 for each of the Qualitative Award Criteria otherwise the Tenderer’s Quote will be rejected. For the avoidance of doubt the Council will reject and not take forward any Quote which scores 0 or 1 on any criteria.<sup>29</sup>
- 14.6.3. Tenderers are referred to paragraph 3 of this Appendix 2 which gives further explanation on the evaluation/scoring of price.
- 14.6.4. The Evaluation Team will score the Method Statements in accordance with the general principles and descriptions shown in the table below – the Scoring Scale.

Table 2 Scoring Scale		
Score	Rating	Criteria for Awarding Score
0	Unacceptable (fail)	The response provides no information, or information is omitted so there is insufficient evidence to support the proposal to allow the Council to evaluate, or information provided is fundamentally unacceptable and/or wholly unsatisfactory. It provides no, or very little, evidence that the outcomes will be delivered to an acceptable required standard.
1	Poor (fail)	The response has significant omissions and/or few areas are clearly addressed and there are serious and/or many concerns and/or it provides

<sup>28</sup> This should be the lowest tier (in the example this is tier 3)

<sup>29</sup> Consider what quality threshold is applicable – this is set such that all Method Statements score higher than a 2. Alternative drafting could be:

- 1.1. The Council will exclude a Bidder who either:

- 1.1.1. scores 1 or 0 for any tier [3] Quality criteria; and/or

- 1.1.2. scores 2 for 4 or more tier [3] Quality criteria.

the “Quality Threshold”.

Any Tenderer who fails to meet the Quality Threshold will be rejected and their Tender will not be considered further.

Table 2 Scoring Scale		
Score	Rating	Criteria for Awarding Score
		insufficient evidence or little/no confidence that the outcomes will be delivered to an acceptable standard.
2	Fair	The response does not address all of the elements of the question or it provides unsatisfactory evidence that the specified requirements will be met. There are some concerns and it does not provide confidence that all the outcomes will be delivered to an acceptable standard.
3	Satisfactory	The response addresses the required elements of the question. It provides evidence that the specified requirements will be met. There are some minor concerns and the proposal provides confidence that delivery of the outcomes will be to an acceptable standard.
4	Good	The response clearly addresses all the required elements of the question. It provides evidence that the specified requirements will be met in full. There are no concerns and the proposal provides confidence that delivery of the outcomes will be to a good standard.
5	Excellent	The response very clearly addresses all the required elements of the question. It provides compelling evidence and assurance that the specified requirements will be met and exceeded. There are no concerns and the proposal provides full confidence that delivery of the outcomes will be to an excellent standard.

14.7. Following any clarifications under paragraph 7 of this ITT above, the Evaluation Team will meet and consider each Tender and a consensus on scoring for each Tenderer's responses to the award criteria will be reached.

14.8. Each score for a response to an award criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score. Weighted scores will be added together to produce a total score out of 100. The overall quality weighting of [ ]<sup>30</sup>% will then be applied.

#### 15. STAGE 2 – PRICE (COMMERCIAL ENVELOPE ON THE PORTAL) [ ]<sup>31</sup>%

15.1. The Price evaluation will take account of the full range of bids received. For the purposes of evaluation the Council will evaluate the Tenderers' "Tender Sum" as set out in the Pricing Tables.

15.2. The lowest Tender Sum will automatically score [ ]<sup>32</sup>%. Thereafter each other Tender is compared against the lowest priced Tender in accordance with the following formula to arrive at a score to one decimal point:

$$(A \div B) \times C = X$$

Where:

<sup>30</sup> Insert the maximum quality score

<sup>31</sup> Insert the maximum price score

<sup>32</sup> Insert the maximum price score

A = the lowest submitted Tender Sum of all Tenders  
B = the total Tender Sum submitted by Tenderer  
C = the maximum percentage score i.e. [ ]<sup>33</sup>%  
X = the score for Price

Worked example:

Using a notional figure for illustrative purposes only of £60,000 for the lowest Tender price and using the formula set out in paragraph 3.2 above the lowest Tender price would be awarded a score of 40% for the Price evaluation and each other Tenderer would be scored as follows:

TENDERER	PRICE	SCORE FOR PRICE
1	£60,000 (A)	40%
2	£70,000 (B)	34.28%
3	£80,000 (B)	30%
4	£90,000 (B)	26.67%

## 16. COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE

- 16.1. The percentages awarded to each Tender for the Price (Commercial Envelope) and Quality (Technical Envelope) elements of the evaluation are added together to arrive at the most economically advantageous Tender i.e. the Tender with the highest total percentage awarded.

<sup>33</sup> Insert the maximum price score

## APPENDIX 3: SOCIAL VALUE PORTAL - DOS AND DON'TS FOR TENDERERS

**Tenderers: You must read these instructions before submitting your Social Value offer.**

Useful terms

VCSEs: Voluntary Community and Social Enterprise; MSMEs: Micro Small and Medium Enterprise;

NEETs: Not in Education, Employment or Training (applies for young people)

FTE: Full time equivalent

LTU: Long term unemployed person

**NB:**

Tenderers are encouraged to raise a clarification question if they are unsure of any detail in this process. This will allow the Council the opportunity to clarify the requirements to all participating suppliers and help to avoid lengthy communications after tenders have been returned.

### **How to submit a good Social Value offer on the Social Value Portal**

**DO: Tenderers should only report activities/offer social value that will be delivered as a result of this Contract**

Ensure that your target social value numbers are relevant to this Contract only and do not stem from any other social value, Corporate Social Responsibility or other initiative.

Example: If you organise a mental health and wellbeing activity at your head office, you cannot claim social value for this as it has not been delivered specifically for this particular Contract

**DO NOT offer anything that is already required as part of the core Contract** Services or works that the Tenderer is required to provide as part of the core Contract requirements cannot also be counted as additional social value.

Example: If the Contract is about supporting people back to work, you cannot claim social value for getting people back to work as that is part of the requirement of the core contract

- *Social value is about 'additionality', i.e. what will you provide over and above the core contract*

**DO: Tenderers must enter your social value offer for the length of the contract onto the portal, but do not forget to provide a breakdown per year**

You should enter the total number of units delivered for the whole length of the Contract and provide a breakdown in the comments box (i.e. include the total target for the length of the Contract, target per year and a breakdown per activity if applicable).

Example: You are offering to deliver 28 hours of volunteering per year for a 3-year Contract. Please enter '84' on the portal and add the breakdown in the comments box on the right (i.e. 28 hours of volunteering per year = 84 hours for the length of the Contract)

**DO make sure that you deliver locally**

The definition of 'Local' has been set up as being within the specific Council boundary i.e. the London borough of Hammersmith and Fulham.

- Any Social Value offer that does not provide benefits to the communities within this definition will be excluded in the evaluation. Equally, Tenderers must not include elements of spend in their proposals which are expected to occur outside of this definition (e.g. central overheads or head office costs where the Tenderer's head office is outside the defined local area).

- In estimating the level of local spend, Tenderers must only include projections of spend that occur as a result of this Contract and can be influenced by their own spending decisions. Tenderers must not include estimates of local spend within their supply chain which are outside of their direct control.

**DO make sure that you only include committed local spend in your supply chain**

In estimating the level of local spend, Tenderers must only include projections of spend that occur as a result of this Contract and can be influenced by their own spending decisions. Remember that your social value offer will be contractualised, therefore any offer to include local companies in your supply chain must not include estimates of local spend which are outside of your direct control.

**DO make sure when recording new local jobs** that you only record those jobs created directly as a result of the Contract only and not jobs that are already in existence prior to the commencement of the Contract including any roles which transfer as part of TUPE.

**DO make sure you read and understand the units**

**Examples:**

- NT7 and NT11: no. hrs\*no. attendees (not just number of hours)
- NT9 and NT10: no. of weeks (not no. of people)
- NT31: tonnes of CO<sub>2</sub> (not kg)

**DO Avoid 'Double Counting'**

It is important that Tenderers only claim Social Value once.

**Examples:**

- If a reduction in CO<sub>2</sub> emissions is proposed through implementing a flexible working initiative, Tenderers may not claim the same reduction in emissions achieved through a different initiative (Ref. TOMs: NT32 & NT33)
- If £ spent are claimed under 'Spend in the local supply chain', that £ value cannot also be claimed under 'Spend with local SMEs' and vice versa (Ref. TOMs: NT18 & NT19)
- If hours volunteering in the local community are claimed, these same hours cannot also be claimed under hours volunteering to support VCSEs (Ref. TOMs: NT29 & NT17)

**DO Account for employment accurately**

*'FTE' = Full Time Equivalent*

Tenderers should only include the actual time spent on the Contract by their employees. This should be calculated as a 'Full Time Equivalent' (FTE). For example, a project lasting six months and employing only one person has an FTE equal to '0.5'.

Calculating time spent on a project in 'FTE':

- Full time for 1 year      1
- 6 Months                      0.5
- 3 Months                      0.25
- 1 Months                      0.083
- 1 Week\*                      0.022

*Accounting for people in employment, accurately:*

Number of employees	Number to input on the portal (for the total length of the Contract)	Why?
HF1 - No. of local people (FTE) employed on this Contract – <b>to cover only those employed as a result of this contract i.e. employed following award of the contract</b>	<b>3</b> <i>E.g. for 1 local person (FTE) employed during a 3-year contract, please input 3 on the portal</i>	Local people will remain local throughout the Contract and the proxy value reflects the local economic benefits of employment. Hence, you should input your number of local employees for every year of the Contract.
NT3 - No. of employees (FTE) taken on who are long-term unemployed	<b>1</b> <i>E.g. for 1 long-term unemployed person employed during a 3-year contract, please input 1 on the portal</i>	Long-term unemployed people, taken on as a result of the Contract who have previously been claiming Jobseeker's Allowance (JSA) benefits for at least 12 months preceding the start of their employment contract. After 1 year they are no longer unemployed
NT4 - No. employees (FTE) taken on who are 'NEETs' (Not in Employment, Education or Training)	<b>1</b> <i>E.g. for 1 NEET employed during a 3-year contract, please input 1 on the portal</i>	Young (16-24 y.o.), long-term unemployed people, taken on as a result of the Contract, had previously been Not in Employment, Education, or Training (NEET) <u>before</u> the start of their employment contract. They should therefore be accounted <u>only</u> for the year in which they move into employment.
NT5 - No. employees (FTE) taken on who are rehabilitating offenders or ex-offenders (18+ y.o.)	<b>1</b> <i>E.g. for 1 rehabilitating young offender employed during a 3-year contract, please input 1 on the portal</i>	Rehabilitating young offenders, taken on as a result of the Contract, were within their rehabilitation period before the start of their employment contract.  They should therefore only be accounted for during the year in which they move into employment.
NT6 - No. of jobs (FTE) created for people with disabilities	<b>1</b> <i>E.g. for 1 disabled person employed during a 3-year contract, please input 3 on the portal</i>	An employee with disabilities is defined as having a physical or mental impairment that has a 'substantial and long-term effect on their ability to do normal daily activities'.  The proxy value reflects the opportunity for them to get into



		employment, they should therefore only be accounted for during the year in which they move into employment.
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An individual can be both local (HF1) and from a disadvantaged background (NT3/NT4/NT5/NT6). If that is the case, count the individual in both measures (e.g. local and disabled). However, the disadvantaged background measures cannot be double-counted with one-another, so if an individual corresponds to two disadvantaged categories (e.g. an individual being disabled and also an ex-offender), only count them in one of the measures.

**DO Provide good evidence of how you will deliver your social value offers**

When making your social value offers you need to upload evidence on the Portal about how you are going to deliver what you are committing to.

**Example 1:** A Tenderer sets a social value target to deliver some schools talks. (NT8)

**Evidence expected:** Names of schools identified in the local area, a potential contact for each school, what the school talks would be about, confirmation from the school(s) that the talks would be welcome, who within the team would deliver each talk and details of relevant experience to deliver the talks.

**Example 2:** A Tenderer sets a social value target to products/services through local supply chain (NT18)

**Evidence expected:** Evidence that work has been undertaken to identify local companies that can provide services required to support main delivery and that those companies have been contacted and are willing to supply to the main contractor. Evidence should include names and post codes of companies concerned. Note: Same evidence is expected for NT19, except that it should also include DUNs number.

**You will be required to provide evidence against each target you deliver against during contract management** E.g. HR reports, employment records, emails detailing the organisation of an event with contributing organisation, etc.

## **APPENDIX 4: WORKFORCE INFORMATION<sup>34</sup>**

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<sup>34</sup> If TUPE applies, workforce information should be added to this appendix.

## APPENDIX 5: CONSORTIUM AND SIGNIFICANT SUB-CONTRACTOR FORM

### Section 1: Consortium Member or Significant Sub-Contractor information

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of Consortium Member/ Significant Sub-Contractor submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
Role in group	The role taken in the Consortium/sub- contractor in the provision of the works/suppliers/services	
	The approximate % of contractual obligations assigned to each Consortium member/sub-contractor	
	Confirmation whether the grouping is a Consortium or Prime Contractor with Significant Sub-Contractors model	Consortium or Prime Contractor with Significant Sub-Contractors

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Section 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<b>Regulations 57(1) and (2)</b> The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a> , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a> .	
	Participation in a criminal organisation.	Yes No If Yes please provide details at 2.1(b)

	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction: specify which of the grounds listed the conviction was for, and the reasons for conviction. Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

### SECTION 3: Grounds for discretionary exclusion

Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	<b>Regulation 57 (8)</b> The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

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