



STANDARD TENDER DOCUMENTATION

For Restricted 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	July 2020	Sharpe Pritchard



TENDER FOR []¹

VOLUME 1

INVITATION TO TENDER

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.”

¹ Insert name of the project – this should be the same on all the documents

CONTENTS

SECTION ONE – GENERAL INFORMATION	4
1. Introduction.....	4
2. Tendering Timetable.....	4
3. Right to Cancel or Vary the Process	5
4. Tender Documents	5
5. Social Value	6
SECTION TWO – TENDER PROCESS	9
6. The Procurement Process	9
SECTION THREE – INSTRUCTIONS TO BIDDERS	10
7. Clarifications and Enquiries	10
8. Notifications	10
9. Contents of the tender	10
10. Procedure for submitting tenders	12
SECTION FOUR – EVALUATION	14
11. Compliance checks	14
12. Tender Evaluation And Award Procedure	14
13. Abnormally Low Tenders	15
14. Acceptance Of Tender.....	16
SECTION FIVE: CONDITIONS OF TENDERING	17
15. Sufficiency of information	17
16. Costs and expenses.....	17
17. Bidding Organisations and Groups.....	17
18. Confidentiality And Ownership Of Documents	18
19. Sub-Contracting	18
20. Parent Company Guarantee	18
21. Amendments to ITT Documents	19
22. Freedom of Information Act 2000	19
23. TUPE	19
24. Council’s right to Reject or abandon	20
25. Non-collusion and canvassing	21
26. Tenderer’s Warranties	22
27. Announcements	22
28. Equal opportunities	22
APPENDIX ONE: GLOSSARY	24
APPENDIX TWO: TENDER EVALUATION AND AWARD CRITERIA	25
APPENDIX 3: SOCIAL VALUE PORTAL - DOS AND DON’TS FOR BIDDERS	30
APPENDIX 4: WORKFORCE INFORMATION	34

SECTION ONE – GENERAL INFORMATION

1. INTRODUCTION²

- 1.1. A contract notice was placed in the Supplement of the Official Journal of the European Union (OJEU) on []³ with reference []⁴ and the procurement documents were made available on capitalesourcing.com (the “Portal”) on []⁵ with project reference prj_H&F_[]⁶. Completed SQs were received by the deadline of []⁷.
- 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 []⁸
- 1.3. The Contract Period will be []⁹ 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. This Invitation to Tender (ITT) is issued simultaneously to all organisations invited to tender and is made available electronically on the Portal. Bidders should read this ITT and all other procurement documents as soon after receipt as possible.
- 1.5. This ITT and the procurement documents should provide all the information required at this stage. However, Bidders 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.
- 1.6. Unless otherwise indicated, all words and expressions used in these Instructions to Bidders with an initial capital letter shall have the meanings set out in the Conditions of Contract.
- 1.7. Bidders are (in accordance with the provisions set out below) invited to submit Tenders by no later than 12pm on []¹⁰ (‘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.

	Deadline ¹¹
Closing date for submission of Bidders’ questions	
Closing date for receipt of Tenders	
Evaluation and internal approval process	
Standstill Letters issued	

² The introduction needs to be completed with details of the contract.

³ Insert date of OJEU Notice

⁴ Insert the OJEU number

⁵ Date that the documents were put on Cap E

⁶ Cap E project reference

⁷ Deadline of SQ

⁸ Insert Brief Description of the Services

⁹ Insert contract term and the proposed start date here. If there is to be any extension period also set this out.

¹⁰ Insert deadline for tender returns

¹¹ Dates should be inserted into this table.

Commencement Date	
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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 Bidders.

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. []¹²

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. Bidders should note that the Service Provider shall be contractually bound to deliver the Services in accordance with the terms set out in the Contract.

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.

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

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 Bidders.

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]¹³.

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 Bidders.

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: []¹⁴

5.6.2. The Council is not being prescriptive as to which themes, outcomes and measures are being sought from Bidders by way of their social value proposals and Bidders are free 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.

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

¹⁴ Insert specific reference for this project

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

- 5.6.4.1. In completing the questionnaire Bidders 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 Tenderer 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. [Bidders must also include a Delivery Plan setting out how Bidders will demonstrate Leadership and Resources, Processes and Engagement.¹⁵]
- 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.

¹⁵ Only include for contracts over £500,000

5.8. Evaluation of Social Value Proposals

5.8.1. The Council will evaluate Bidders’ 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: £[]¹⁶.

5.10.3. Bidders should note the Successful Tenderer will pay this fee.

¹⁶ 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 Bidders 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. Restricted Procedure

6.1.1. The Council is conducting this procurement pursuant to the Restricted Procedure because it is able to specify the solutions capable of satisfying its needs and the legal and financial makeup of the Contract. As a result the use of the Restricted Procedure for this procurement will render the process swifter and more focused. It does however mean that there will be no opportunity to enter into dialogue or negotiation around the Contract or the proposed Contract. Accordingly, Bidders are encouraged to make the best use possible of the clarification process. Since there will be no dialogue or negotiation, Bidders 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. The Process to Date

6.2.1. Potential service providers expressed an interest in participating in this Procurement by completing a SQ that was issued on []¹⁷. SQ Responses were evaluated and the highest ranking qualified Applicants who expressed an interest in participating in this Procurement were selected and invited to tender and all successful and unsuccessful Applicants were notified of the results of the SQ stage.

6.3. Clarification

6.3.1. Bidders 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.

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

6.4. Post Submission of Tenders

6.4.1. 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.

6.4.2. Bidders 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.

6.4.3. 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.

6.4.4. 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.

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

¹⁷ Insert date of the SQ issue

SECTION THREE – INSTRUCTIONS TO BIDDERS

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 Bidders.
- 7.2. The Council is committed to maintaining a competitive and transparent procurement process including ensuring that information given in response to Bidders' questions is equally available to all Bidders. Responses to Bidders' questions will be supplied to all Bidders 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, Bidders 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 Bidders 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 Bidders 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 Bidders to log on to the system when a communication is issued, Bidders 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 Bidders regularly check the Portal and keep their email addresses up to date.

9. CONTENTS OF THE TENDER

- 9.1. Bidders 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. Confirmation of compliance with required insurance levels as follows:
 - 9.3.2.1. Public liability = £5,000,000;
 - 9.3.2.2. Employer’s liability= £10,000,000;
 - 9.3.2.3. Product liability = £5,000,000.
- 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. The **Commercial Envelope**

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

9.5.2. 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.

9.6. Tenders should contain all of the information required on the Portal. Where a word limit is set Bidders 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.

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

9.8. Generic and promotional material should not be included.

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

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

9.11. Each section of the Tender shall:

9.11.1. 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);

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

9.11.3. be submitted in English; and

9.11.4. 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.

9.12. The Council is relying on the information provided by Bidders in their SQs. Bidders (or, in the case of Groups, Lead Bidders) must keep the Council informed of any changes and developments that affect their legal/regulatory standing, economic and financial standing and/or technical ability and experience as submitted at the SQ stage and in the case of Tenders submitted by Groups, this requirement also applies to each Group member/Prime Contractor/Significant Sub-contractor. The Council reserves the right to keep these matters under review and to exclude any Tenderer from further participation in the procurement where any such change adversely affects a Tenderer’s suitability for the Contract as evaluated against the SQ criteria.

10. **PROCEDURE FOR SUBMITTING TENDERS**

10.1. Bidders 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. Bidders 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 Bidders 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 Bidders. 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 Bidders 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 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. Bidders 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 Bidders.
- 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. Bidders 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 Bidders in order for the Evaluation Team to determine if a Tender is complete and compliant. Bidders 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. The evaluation will follow a methodical and auditable process. Bidders are not expected to repeat evidence of financial standing or general competency as this has already been submitted and assessed at the SQ stage. However the Council reserves the right to revalidate the outcome of the SQ evaluation at any stage if any material change of circumstances becomes apparent in order to ensure that Bidders remain eligible.
- 12.3. In order to evaluate which Tender is the most economically advantageous to the Council, the two (2) key areas outlined below will be assessed:
- 12.3.1. Quality, [60¹⁸] % (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.
- 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

¹⁸ Note that permission from procurement must be sought to deviate from this percentage split. The split should also be included in the procurement strategy.

- 12.5.2. 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 Bidders 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 Bidders 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 Bidders.
- 12.11. **Evaluation of the Tenders**
- 12.11.1. Following the Deadline, the Evaluation Team may issue clarifications to Bidders via the Portal. In particular, the Council may request clarifications in respect of a Tenderer's Tender. The Council will expect Bidders 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 Bidders' 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 Bidders 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 []¹⁹(or such other date to be advised) being the Commencement Date.

¹⁹ Insert anticipated start date of the contract

[Date of issue of tender docs]

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 following definitions apply in the Tender Documents:
- 17.1.1. 'Lead Tenderer' means where a Tenderer intends to act jointly in submitting a Tender and the participating organisations identified a Lead Tenderer at SQ stage;
 - 17.1.2. 'Group' means a consortium of economic operators;
 - 17.1.3. 'Prime Contractor' means a Lead Tenderer of a Group which intends that only the Lead Tenderer will enter a Contract with the Council and the other members of the Group will participate as Significant Sub-contractors; and
 - 17.1.4. 'Significant Sub-contractor' means a member(s) of a Group that would not enter the Contract with the Council but would rather participate as a sub-contractor(s) to the Prime Contractor.
- 17.2. Bidders MUST be clear in their submissions as to whether they are following a Group approach and whether they will be participating by way of a Prime Contractor/Significant Sub-contracting arrangement or other. Bidders should also be aware that if they are evaluated as a Group, the Council may not permit the Group members or, if a subcontracting arrangement, any Significant Sub-contractor, to change at a later stage without revisiting the selection assessment process. Bidders must therefore give careful thought as to the relationship of the various relevant organisations put forward in their Tender.
- 17.3. The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of a Group and MUST make clear the responsibilities/roles of Group members.
- 17.4. The Council recognises that Groups and sub-contracting arrangements may be subject to future change (for example, agreement with a contractor may not be finalised at Tender stage). Bidders should therefore respond in the light of such arrangements as are currently envisaged. In the event that a Tenderer proposes a change in the membership of its Group/Significant Sub-contractors following the submission of its Tender, the Lead Tenderer must immediately inform the Council of such change (both additional members and departing members). The Council may request the

Tenderer (or, where relevant, the Group) to resubmit the whole or parts (at the Council's discretion) of its SQ. The Council shall then evaluate the resubmitted information against the published SQ evaluation criteria. The Council reserves the right to refuse to consider or consent to changes in the Group or Significant Sub-contractors and/or to deselect any Bidders whose proposed change means that they no longer meet the Council's selection criteria identified at SQ stage. By submitting a Tender all other Bidders shall be deemed to have consented to such future changes in the other Tenderer's Group or Significant Sub-contractors.

- 17.5. It is likely that a Group will be required to form a legal entity before entering into the Contract (and to do so within a timeframe prescribed by the Council) and a Group could be rejected from this procurement for failing to do so. The Council does not require a Group to have formed the legal entity which would enter the Contract, at this stage.
- 17.6. If a special purpose vehicle (SPV) is to be formed by a Group, the Contract must be supported by guarantees from any parent companies of members of a Group. The Council reserves the right to seek clarification regarding the relationships between members of a Group and/or Significant Sub-contractors and or a Prime Contractor/ Significant Sub-contractors as part of the Tender process.

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. Bidders 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
- 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. Bidders 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. Bidders 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 Bidders 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 Bidders through clarification questions.
- 22.3. Bidders 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. Bidders 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. Bidders 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. TUPE²⁰

- 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

²⁰ 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”.

Services is set out in Appendix 4 to this ITT (“Workforce Information”). Bidders 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 Bidders’ 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 Bidders prior to submission of their bids and the actual position at the time the transfer of employees takes place. Bidders are required to take all reasonable steps to mitigate any additional costs and any adjustments.
- 23.3. Bidders 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. Bidders 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.²¹
- 23.8. Bidders 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 Bidders bidding for any subsequent re-tendering of the Services. Bidders 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 Bidders in respect of it or any other communication between the Council and any other party. In particular, Bidders 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

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

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 Bidders 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 22, 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 Bidders;
 - 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. Bidders 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 Bidders;
Selection Questionnaire	the questionnaire used by the Council to select Bidders 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 Bidders in response to this ITT.

APPENDIX TWO: TENDER EVALUATION AND AWARD CRITERIA

1. EVALUATION CRITERIA

1.1. 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 ²² 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%						

2. QUALITY (TECHNICAL ENVELOPE ON THE PORTAL - TIER 1 – QUALITY []²³%)

2.1. Bidders 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

²² 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.

²³ Insert the maximum score for quality

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.

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

2.3. **Social Value (16.7%²⁴)**

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

2.3.1. **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. Bidders 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 Bidders 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.

2.3.2. **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.

2.3.3. **Total Social Value Score**

- 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]²³%.

2.4. **Quality Threshold**

²⁴ ²⁴ 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%

2.5. Bidders 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.

2.6. **Scoring Scale**

- 2.6.1. The Council will score the Quality proposals against each [Tier 3]²⁵ Evaluation Sub-Criteria. Scoring will be based on the 0 – 5 scale at Table 2 below. Only whole scores will be allocated.
- 2.6.2. Bidders are referred to paragraph 3 of this Appendix 2 which gives further explanation on the evaluation/scoring of price.
- 2.6.3. 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.²⁶
- 2.6.4. 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 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.

²⁵ This should be the lowest tier (in the example this is tier 3)

²⁶ 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
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.

2.7. 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.

2.8. 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 []²⁷% will then be applied.

3. STAGE 2 – PRICE (COMMERCIAL ENVELOPE ON THE PORTAL) []²⁸%

3.1. The Price evaluation will take account of the full range of bids received. For the purposes of evaluation the Council will evaluate the Bidders’ “Tender Sum” as set out in the Pricing Tables.

3.2. The lowest Tender Sum will automatically score []²⁹%. 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:

A = the lowest submitted Tender Sum of all Tenders

B = the total Tender Sum submitted by Tenderer

C = the maximum percentage score i.e. []³⁰%

X = the score for Price

Worked example:

²⁷ Insert the maximum quality score

²⁸ Insert the maximum price score

²⁹ Insert the maximum price score

³⁰ Insert the maximum price score

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%

4. COMPILATION OF PERCENTAGES AWARDED FOR QUALITY AND PRICE

- 4.1. 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.

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

Bidders: 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:

Bidders 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 Quotes have been returned.

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

DO: Bidders 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: Bidders 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, Bidders 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, Bidders must only include projections of spend that occur as a result of this Contract and can be influenced by their own spending decisions. Bidders 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, Bidders 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 your 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 CO₂ (not kg)

DO Avoid ‘Double Counting’

It is important that Bidders only claim Social Value once.

Examples:

- If a reduction in CO₂ emissions is proposed through implementing a flexible working initiative, Bidders 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

Bidders 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 – to cover only those employed as a result of this contract i.e. employed following award of the contract	3 <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	1 <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)	1 <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.)	1 <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	1 <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 INFORMATION³¹

³¹ If TUPE applies, workforce information should be added to this appendix.

[Date of issue of tender docs]