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**ESPO reference 384
Banking Services**

**FURTHER COMPETITION
Lot 1 – General Banking Services**

**INVITATION TO TENDER: (Part A)**

**Closing date for submission of tender**

**12 noon, 26th August 2016**

**Contents**

This document is in two parts:

**PART A**

Part A is the invitation to tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document. Note: Part A does not need to be returned to the Council.

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**PART B**

Part B is the tender submission document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for completing and submitting a tender).

# **Glossary of Key Terms**

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document. For tenderers’ convenience however, the following key terms, which are used throughout this document, are defined as follows:

|  |  |
| --- | --- |
| Contract | means this specific contract let by the Customer under ESPO’s Banking Services Framework (ref: 384). |
| Customer or Council | Means Torbay Council (being the public body which has opted to use the Framework to select and appoint a Supplier to provide banking services). |
| ESPO | means the Eastern Shires Purchasing Organisation. |
| Framework | means the framework arrangements established by ESPO for the provision of banking services to Customers by Framework Suppliers. |
| Framework Agreement | means the over-arching agreement number 384 for banking services between ESPO and the Supplier, setting out the general terms and conditions which will apply to all specific contracts (including this one) let under the Framework Agreement. |
| Framework Supplier(s) | means a supplier appointed onto the Framework for the provision of banking services. |
| Further Competition | means this exercise to reopen competition under the Framework, intended to secure formal quotations from all of the Framework Suppliers tailored to Torbay Council’s specific requirements.  |
| Invitation to Tender | means this document, inviting Tenderers to submit a Tender. |
| Services | means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in section 2 of this document, Requirement. |
| Supplier | means the Supplier appointed by Torbay Council as a result of this further competition under the Framework. |
| Tender | means the Tender submitted by the Supplier to the Customer. |
| Tenderer | means an organisation that submits a completed Tender in response to this Invitation to Tender document. |

|  |  |
| --- | --- |
|  |  |

#  **INTRODUCTION**

This is an Invitation to Tender with information, instructions and guidance provided in Part A, following consideration of which the tender submission (Part B) should be completed and returned by all suppliers who wish to tender for the requirement described in the following pages.

**Overview**

Torbay Council (hereafter referred to as the Council) is inviting providers to tender for the provision of money transmission banking services.

The service required includes the maintenance of bank accounts, cash and cheque handling, BACS transaction processing and other money transmission services typically provided to local authorities. The Council will also require an internet banking service for balance/transaction reporting and payment initiation.

The Council is issuing this invitation to tender as a further competition under Lot 1 – General Banking of the ESPO’s Banking Services Framework (reference 384).

**Duration**

The contract will commence on 3rd April 2017 and will run for a period of 4 years.

**Questions and Contact Details**

All requests for clarification (whether in relation to this document, the requirement or the tender submission document) should be submitted as soon as possible via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

A copy of all questions and answers raised will be made available to all recipients of the invitation to tender. If the tenderer expresses that the question is confidential and the Council agree that it is then the response will be sent only to the tenderer raising the question.

Requests for clarification must be received by the Council by 12th August 2016. Questions received after this date may not be answered.

The Council will aim to respond to all questions at least 5 working days before the tender deadline date.

If you do not wish to submit a tender, please notify the Council by the tender deadline. Under no circumstances should you pass this document on to a third party.

#  **REQUIREMENT (including Specification)**

##  Transaction Volumes and Charges

 An estimate of annual transaction volumes across all accounts is provided below:

|  |  |
| --- | --- |
| **Transaction Type** | **Annual Volume/Value** |
| Direct Debits | 2,537 |
| Automated Debits | 24 |
| Cheques and Other Debits | 1,026 |
|  |   |
| Automated Credits | 73,484 |
| Manual Credits | 1,530 |
|  |   |
| Notes to Cash Centre | £992,841 |
| Coin to Cash Centre | £5,441,990 |
| Cheques Paid in Processing Centre | 29,722 |
|  |   |
| BACS Usage | 553,599 |
| BACS Files | 1,058 |
| BACS Recalls | 5 |
|  |   |
| Unpaid Cheques | 131 |
| Stopped cheques | 5 |
|  |   |
| **Internet Banking Transactions** |   |
| CHAPS Payments | 190 |
| Same Day Faster Payments | 35 |
| Next Day/Future Dated Faster Payments | 35 |
| International Payment – SEPA | 1 |
| International Payment - Wordwide | 1 |

 The volumes of transactions quoted are only indicative and are estimated based on actual volumes seen over a recent period. Tenderers should note that the volumes will fluctuate over the contract period. The Council will not be liable for the successful bank’s unanticipated costs arising from fluctuations in volumes.

 All tariffs must be fixed for at least an initial two year period with an option to fix for the full four year contract period.

 Transaction charges must be calculated based on an agreed tariff per transaction type. Charges must be debited to the bank accounts nominated by the Council either monthly or quarterly in arrears.

 Should the Council decide to appoint a new bank following expiry of this contract, it is likely that there will be residual transactions posted to the old accounts for several months after the contract end date. Tenderers must hold pricing at the agreed levels for all transactions handled post the contract end date for a minimum period of 6 months.

##  Bank Accounts

 The Council currently maintains two main bank accounts (Payments Account and Receipts Account).

 In addition to the main accounts, around 20 Imprest/petty cash accounts are maintained for various Council establishments.

 The Council may require instant access deposit accounts depending on credit interest rates proposed for current account balances.

 Tenderers must be capable of closing accounts/opening new bank accounts within 48 hours of receiving the appropriate instruction.

##  Bank Account Structure

 The bank account structure will be discussed and agreed during the implementation process. However tenderers must be able to:

1. Pool all bank accounts (i.e. within the same ownership) for interest calculation purposes.
2. Establish automatic transfers/sweeps (e.g. zero balancing sweeps) between specified accounts.

##  Bulk Cash and Cheque Deposits

 The Council’s car park machines are emptied by Council staff who then count, sort and bag the coin. Coin is not placed in sachets (e.g. 500 x £1 coins are placed loose in a sealed bag). The coin is then collected by G4S who deliver to the current bank’s coin processing centre.

 A number of other Council locations have regular collections of cash and cheques by Council Staff who then count, sort and bag the coin. The coin is then collected by G4S who deliver to the current bank’s cash and cheque processing centre.

 The Council’s contract with G4S is due to expire in February 2017. It is therefore possible that a different security carrier will be responsible for the arrangements for the start of the new banking contract.

 Tenderers must make available appropriate cash/cheque processing centres that would handle bulk deposits from the Council’s contracted security carrier.

 Any differences identified in the bulk deposits (i.e. where the difference is above a minimum amount - figure to be agreed) must be notified to the Council within 1 (one) working day of receipt of the deposit.

 Cash deposits must be posted to the appropriate bank account on the day of delivery to the processing centre (assuming agreed cut-off times are met) and must be cleared for interest calculation purposes on the same day. Cheque deposits must be cleared for interest calculation purposes two working days after the delivery date (i.e. cheques delivered to the processing centre before the agreed cut-off time on Monday must be cleared on Wednesday).

##  Cheque and Credit Books

 Standard cheque and credit books will be required for both main accounts and imprest accounts.

 Standard cheque and credit books must be delivered within 10 days of the order.

##  Statements/ Return of Vouchers

 Paper statements for the main bank accounts will not be required as these will be accessed via the proposed internet banking service. Regular paper statements will be required for imprest accounts.

 The routine return of all paid cheques or credit vouchers is not required.

##  Internet Banking

 The Council will require a secure internet/browser based service that (as a minimum) provides the following functionality.

* Real time balance and transaction reporting (i.e. for all bank accounts maintained) from 8am each working day
* Access to bank statements that can be downloaded in a .pdf format
* The ability to initiate Sterling CHAPS payments up to 3.30pm each working day.
* The ability to initiate single BACS and/or Faster payments and inter-account transfers.
* The ability to initiate overseas/foreign currency payments.
* The ability to export daily account HOCA transaction data for reconciliation purposes.

 The proposed service must allow service administrators to set different user access rights (e.g. to restrict access to specified bank accounts) and to configure different payment permissions (i.e. input, authorise, release). It must also allow payment limits to be set for each user.

 Secure access must be maintained through the use of security tokens/random code generators issued to users or smart cards/pins issued to users which are either inserted into remote random code generators or smart card readers connected to the PC via a standard USB port.

 21 users currently require access to the internet banking service. The proposed solution must however allow access for any reasonable number of users.

 An internet banking telephone helpdesk service must be made available each working day from 8am to 5pm.

 On-site training for the proposed internet banking service will need to be provided both at implementation stage and on an ongoing basis.

 Should the Council be unable to access the proposed internet banking service (i.e. through failure of the Council or bank's systems) the following contingency arrangements must be made available:

* Balance/transaction information to be provided to verified Council officers via phone, fax or e-mail within 1 hour of the request.
* CHAPS and Faster Payment instructions to be sent by fax, e-mail or delivered to a local branch. Payments must be initiated on the day of request assuming agreed cut-off times are met. Appropriate security procedures are to be followed by the bank to verify the payment instructions.

##  Credit Facilities

 The following credit facilities must initially be made available:

|  |  |
| --- | --- |
| **Limit Type** | **Amount** |
| Overdraft Facility | Nil  |
| BACS Limits  | £15.5m |
| Daytime Exposure Limit | £10m |

 Appropriate Direct Debit sponsorship must also be provided.

 All limits will be reviewed periodically.

##  BACS

 A total of 4 BACS Service User Numbers are maintained as follows:

 Direct Debits

 Creditor Payments

 Payroll

 Bureau – (to enable the Council to provide payroll services to academy schools)

 Five BACS smart cards will be required.

 A BACS helpdesk service must be made available to provide technical assistance on all BACS related issues. The helpdesk team must be contactable by telephone and e-mail and be available to resolve issues between 9am and 5pm each working day.

##  Relationship Management & Query Handling

 The Council must be allocated a suitably qualified and experienced relationship manager. The relationship manager must be a public sector/local authority specialist and have experience of managing organisations of a similar scale to the Council.

 The Council must be provided with appropriate contact details (to include direct telephone numbers and e-mail addresses) of nominated staff that will deal with queries in relation to:

* Day to day transactions/ mis-posting errors etc
* BACS and Direct Debit processing
* Internet banking service

 The Council may occasionally request copies of paid cheques or credit slips (e.g. to resolve transaction queries/disputes). Copies of cheques/credit vouchers processed within the previous six years must be made available.

 Copies of cheques/credit slips must be provided (by email or via the proposed internet banking service) within 5 working days of the request.

##  Implementation

 Due to the critical nature of the services required, the Council accepts that the implementation project is likely to take significant management; therefore services will be migrated across from the current provider in stages immediately following award of the contract.

 Tenderers must allocate a suitably qualified and experienced implementation manager to the project. The implementation manager must have experience of implementing organisations of a similar scale to the Council. Specific experience of implementing other Council’s is preferred.

 As part of the implementation project, the supplier must review the Council’s internal processes and procedures in relation to the banking arrangements. The purpose of the review is to highlight potential efficiency savings (e.g. with accounts payable, reconciliation etc). This will ensure the Council has the opportunity to improve internal arrangements in tandem with the implementation project.

 The implementation project as well as the review of internal procedures must be delivered free of charge.

#  **PROCUREMENT PROCESS**

**Overview**

The Council is using this invitation tender to conduct a further competition exercise underneath the ESPO Framework Agreement reference 384 for the provision of General Banking Services.

All suppliers awarded on Lot 1 (General Banking Services) of the framework are invited to submit a tender. All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.

Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with section 5, Instructions for submitting a tender of this document.

At the Council’s discretion, tenderers may be invited to clarify their tender, as an aid for evaluators to fully understand their offers. All tenderers should nonetheless take care to fully explain their offering in their tender submission.

The contract will be awarded to the tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in section 4, Evaluation of Tenders).

**Indicative Procurement Timetable**

The following indicative timetable is provided for tenderers’ benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Council.

|  |  |
| --- | --- |
| **Stage / Activity** | **Indicative Date** |
| **Invitation to Tender document issued** | **27th July 2016** |
| **Closing date for submission of clarification questions** | **12th August 2016** |
| **Clarification responses to be issued**  | **Within 5 working days** |
| **Closing date for submission of tenders** | **26th August 2016 at 12:00 noon** |
| Evaluation of tenders | **30th August 2016 to 26th September 2016** |
| Contract award  | 30th September 2016 |
| Contract start date | 3rd April 2017 |

#  **EVALUATION OF TENDERS**

**Overview**

All completed tenders received will be evaluated by officers of the Council and external advisors (as appropriate).

In order to be transparent, and in order that tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any tenderer not understand any element, they should in first instance make contact with the Council as per the contact details previously provided.

The following price and quality weightings will be used to determine the most economically advantageous tender:

* Price 60%
* Quality 40%

The methodology for evaluating tender submissions against these criteria is as follows:

**Price 60%**

The contract cost will be calculated by applying the proposed tariffs to the indicative transaction volumes for the four year contract period (as indicated in the pricing schedule).

The cost of moving bank will be added to the contract cost (if appropriate) and will be estimated based on the tenderers proposals for implementation of the arrangements.

Price scores will then be calculated based on the lowest contract cost submitted by tenderers. The tenderer with the lowest cost will be awarded the full amount of points available; with the remaining tenderers gaining pro-rated scores in relation to how much higher their cost is compared to the lowest cost.

The below example illustrates how this methodology will work in principle:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Cost** | **Formula**= Lowest Cost / Tenderers Cost x Price Score | **Price Score** |
| A | £20,000 | = £20,000 / £20,000 x 60 | 60 |
| B | £25,000 | = £20,000 / £25,000 x 60 | 48 |
| C | £30,000 | = £20,000 / £30,000 x 60 | 40 |

Please note that:

* Any tender that is found too low to be credible will be excluded from further consideration. In this instance, the Council will initially clarify with the tenderer whether the pricing is correct and has been interpreted correctly. As part of the clarification, evidence will be required to demonstrate that the charges are accurate, achievable and sustainable. If following the clarification, any charge is found to be abnormally low, that tender will be rejected in accordance with the Public Contract Regulations 2015 regardless of how many points it scores in all other aspects.

**Quality 40%**

Quality accounts for 40% of the total tender score. Tenderers will be asked to provide a response to the following sections within the Tender Submission Document.

| **Section** | **Total Score Available** |
| --- | --- |
| Company Details | Information Only |
| Compliance with Specification  | Pass / Fail |
| Quality Questionnaire | 40% |

Please note that the ‘Compliance with Specification’ section will be assessed on a Pass/Fail basis. Therefore if a tenderer cannot or is unwilling to comply with the specification, their tender may be excluded from further consideration.

When completing the Quality Questionnaire tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included.

When scoring each response, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your tender submission.

**Scoring Scale**

Unless stated otherwise in the question, responses will be assessed on a scale of 0 to 4 points, as detailed in the table below:

|  |
| --- |
| In the evaluating officers’ reasoned opinion, the response is |
| 0 | **Unacceptable Response.** No response, response not relevant or question not answered. |
| 1 | **Poor.** The response is partially compliant, but with serious deficiencies in meeting service requirements (any supporting evidence is minimal). |
| 2 | **Fair.** The response is compliant (some evidence may be provided which supports compliant elements) with shortfalls in meeting service requirements. Any concerns are of a minor nature.  |
| 3 | **Good.** The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met. |
| 4 | **Excellent.** The response is compliant and offers relevant detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements. |

Each question has been given an individual percentage allocation as summarised below:

|  |  |  |
| --- | --- | --- |
| **Question Number** | **Title** | **Weighting** |
| 1 | Debit Interest  | 5% |
| 2 | Credit Interest | 10% |
| 3 | Relationship Manager/Director  | 10% |
| 4 | Implementation Project | 5% |
| 5 | Implementation Manager  | 10% |
| **Total** | **40%** |

The percentages allocated for each question will be used to calculate the quality scores. For example, if a score a 2 is awarded for a question which carries an allocation of 5% then the weighted score for that question will be 2.5 calculated as follows:

|  |  |
| --- | --- |
| 2 (allocated score) |  X 5 (percentage allocation ) |
| 4 (max score) |

The weighted scores will then be totalled to provide the overall quality score.

**Award of Contract**

Upon conclusion of the evaluation, the scores for price and quality will be combined to give a total score out of 100 and the tenderer with the highest number of points will be awarded the contract. However the council reserves the right not to award the contract.

The tenderer to be offered the contract will be notified in writing through www.supplyingthesouthwest.org.uk. Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation criteria described above.

Tenderers who will not be offered the contract will be advised and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

All tenderers are advised that they should not take any action for example commencing the delivery of or implementation of services or commencement of works, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, tenderers must seek prior approval from the Council, before undertaking any marketing activity.

The Council does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal contract will be entered into between the Council and the successful tenderer. The terms and conditions governing the contract will be those agreed between ESPO and the successful tenderer as part of the overarching framework agreement. Unless and until a formal contract is prepared and executed, the tenderer’s tender submission, together with the Council’s acceptance thereof, shall constitute a binding contract between the parties. Please see Section 7 for further details on the terms and conditions.

#  **INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER**

**Completing the invitation to tender**

To enable evaluating officers to assess fully the tenderer’s suitability all of the information requested in this invitation to tender must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

* Please answer every question.
* Questions must be answered in English.
* When posed with Yes / No questions, please either circle your answer or delete as applicable.
* All other questions will require you to input text or numbers, or to tick boxes.
* Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
* If the question does not apply to you please write N/A; if you don’t know the answer please write N/K.

Only the information contained within this invitation to tender or otherwise communicated in writing by the Council to the tenderer should be considered when submitting your tender.

Any information and/or documents submitted on or with this tender must relate to the tenderer only - the tenderer being the organisation which it is proposed will enter into a formal contract should their tender be successful. (All responses and submissions provided by the tenderer will form part of that contract). The Council may seek further clarification from the tenderer following submission of completed forms where required.

**Format of Tender Submission**

Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in Part B of this document, namely:

1. Company Details and General Information
2. Quality Questionnaire
3. Pricing Questionnaire and Pricing Schedule
4. Freedom of Information Exclusion Schedule
5. Tendering Declaration
6. Enclosures Checklist

The declaration must be signed by a director, partner or other senior authorised representative in her / his own name and on behalf of the organisation. The details contained in each tenderer’s response may be specified in any contract or may form an appendix thereof.  Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.

**Submitting your tender**

All documents comprising the Tender must be completed and uploaded to the e-tendering portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)

**Completed tender submissions must be received by 26th August 2016 - 12 noon through the above portal.** Tenders submitted after the time and date shown will be rejected. Tenders may NOT be submitted by fax or email or by any other method other than through the above portal.

#  **CONDITIONS OF TENDER**

In submitting a response to this Invitation to Tender, tenderers do so on the conditions set out below. In the event of any breach of the conditions the Council shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

**Warnings and disclaimers**

* + Tenderers should consider only the information contained within this invitation to tender, or otherwise communicated in writing to tenderers, when preparing their tender.
	+ Information supplied by the Council (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Council cannot accept responsibility for any inaccurate information obtained by tenderers.

**Tenderer conduct and conflicts of interest**

* + Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.
	+ The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
	+ Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.
	+ Tenderers must not, in connection with the proposed contract:
* offer any inducement, fee or reward to any member or officer of the Council
* do anything which would constitute a breach of the Bribery Act 2010 or
* canvass any of the persons referred to above in connection with the contract; or contact any member or officer of the Council or any person acting as an advisor to the Council (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the contract) about any aspect of the proposed contract or for soliciting information in connection therewith.
	+ Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisors and the Council and its advisors. Any tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Council.

**Tenderer’s responsibility to submit a complete tender**

* + It is the tenderer’s responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Council is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Council may offer a tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Council this does not adversely affect the integrity and fairness of the tender exercise.
	+ Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 120 days from the return date.

**Bid costs**

* The Council will not be liable for any tender costs, expenditure, work, or effort incurred by a tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by the Council.

**The Council’s rights**

The Council reserves the right to

* + Seek additional information or clarification from tenderers at any time during the tender process.
	+ Disqualify any tenderer that does not submit a compliant tender, in accordance with the instructions given in this invitation to tender.
	+ Disqualify any tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
	+ Withdraw this invitation to tender at any time, and to re-invite tenders on the same or any alternative basis.
	+ Choose not to award any contract as a result of the procurement process.
	+ Make whatever changes it sees fit to the timetable, structure or content of the procurement process.
	+ Retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

**Confidentiality**

* This invitation to tender is made available on condition that its contents (including the fact that the tenderer has received this invitation to tender) is kept confidential by the tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the tenderer to submit a tender.
* The Council shall treat all tenderers' responses as confidential during the procurement process.

**Publicity**

* + No publicity regarding the contract or the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Council.

#  **TERMS AND CONDITIONS**

By submitting a bid, tenderers are agreeing to be bound by the call-off terms and conditions without further negotiation or amendment, and must sign the Tendering Declaration accordingly.

Should a qualification of offer be made to change the terms and conditions by any tenderer, then grounds will exist to exclude such bids from further consideration.