
**Bath & North East
Somerset Council**

**INVITATION TO QUOTE
for the Provision of
Email Security and Content
Scanning**

Supply the South West reference number: DN558377

Date of release: 23/07/2021

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INTRODUCTION TO BATH & NORTH EAST SOMERSET COUNCIL

Bath and North East Somerset (B&NES) is a unitary authority created on 1 April 1996 following the abolition of the County of Avon. The Council has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets & fairs, refuse collection, recycling, cemeteries & crematoria, leisure services, parks, and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km²), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal settlement in the district.

Bath developed as a spa resort in Georgian times and remains a major cultural tourism centre having gained World Heritage City status.

The CORPORATE STRATEGY

The Corporate Strategy is the Council's overarching strategic plan. It sets out what we plan to do, how we plan to do it, and how we will measure performance. The Strategy was agreed at the Cabinet Meeting on 22 July 2020. You can view the details on our website - <https://beta.bathnes.gov.uk/corporate-strategy-2020-2024-survey>

We have one overriding purpose – **TO IMPROVE PEOPLE'S LIVES.**

We have two Core Policies:

i) TACKLING THE CLIMATE AND NATURE EMERGENCY

In 2019, we declared a climate emergency across Bath & North East Somerset. Our commitment is to net zero carbon by 2030.

ii) GIVING PEOPLE A BIGGER SAY

We want to make sure we are involving local people, parish councils and others in our decision-making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

SUPPLIERS AND CONTRACTORS WHO DO BUSINESS WITH THE COUNCIL MUST COMMIT TO HELPING THE COUNCIL MEET THESE OBJECTIVES

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STANDARDS REQUIRED BY CONTRACTORS AND SUPPLIERS

Please read this section carefully and please request further clarification if appropriate to enable you to perform the Contract in an effective and efficient manner and in accordance with Council procedures and expected standards of behaviour.

Equalities

- In your work you are expected to comply with Council policies and legislation (Equality Act 2010).
- B&NES is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength which contributes to the social and economic prosperity of the area.
- The Council aims to provide appropriate, accessible and effective services and facilities to all sections of the community without prejudice or bias and equality of opportunity in all aspects of employment.

Health and Safety

- The Council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations.
- Health & Safety is everybody's responsibility and we must all be continuously aware of our own safety and the safety of others in everything we do.
- Contractors must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do
- You must co-operate with your employer and B&NES on health and safety
- You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions
- You must not interfere with or misuse anything provided for your health, safety, or welfare

Code of Conduct

- You are expected to give the highest possible standard of service with impartiality.
- Do not use any information obtained during the course of your Contract with B&NES for personal gain or benefit. Do not pass it on to others who might use it in such a way.
- You must follow all policies of the Council and not allow your own personal or political opinions to interfere with your work.
- You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community.
- It is expected that everyone working for/on behalf of the Council shall:
 - be honest;
 - maintain a high standard of integrity and conduct at all times;
 - not use his/her position to further private interests or those of relatives and friends.

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- You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts.
- No harassment of any kind will be tolerated. This includes but is not limited to sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient.

Electronic Access (if relevant)

- Do not use any log on or password that has not been specifically set up for you.
- Any use of e-mail or Internet facilities, business or private, must not breach the law.
- Do not send, access or transfer any information or message that is defamatory.
- Do not download, copy or transmit materials in breach of the Copyright, Designs and Patents Act.
- Do not access, transmit or display any material with a content that is forbidden e.g. sexual material.
- Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate B&NES contact.

General

- The Council will not tolerate unacceptable behaviour and will take appropriate action if required.
- Generally, the test of reasonableness should apply - "Would it be reasonable.....?"

SECTION 1 – THE REQUIREMENT

1.1 Overview and Background

The Council wishes to establish a single provider Contract for the license and support renewal of its Clearswift Secure Email Gateway.

The Council is managing this procurement in accordance with the Public Contracts Regulations.

This is a Services Contract being procured under the Open procedure.

The Council currently uses Clearswift Secure Email Gateway and is looking to renew the existing support contract for a period of 12 months.

The Council uses an external cloud based Antivirus/Antispam to protect its emails; Clearswift is used primarily as the internal email gateway and provide an additional layer of content scanning and security.

The Council is procuring the Contract as a central purchasing body for itself.

1.2 Strategic Objectives of the Contract

The renewal of the Clearswift Secure Email Gateway will continue to help enhance the Council's cyber protection and allows the council to continue to use fine grained controls over and above standard spam protection policies

1.3 Specification

The Council requires to renew the existing licences with support as detailed in the table below.

Description	Volume of Licences
Clearswift Email Gateway to include Kaspersky Antivirus.	3000
Clearswift Secure Email Gateway Maintenance for 3000 users with 24/7 support. To include all product updates.	1

Suppliers must be a Clearswift Gold Partner.

1.4 Term of Contract/Goods or Service Requirement Date

This agreement will commence on 27th August 2021 and expire on 26th August 2022.

1.5 Estimated Value of Contract

£12,000

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 E-Tender System

The Council uses the Supplyingthesouthwest e-Tendering system to issue Invitations to Quote and to receive responses from Bidders.

Suppliers must ensure that they have the most up to date Invitation to Quote document by registering on the e-Tendering system at www.supplyingthesouthwest.org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.

Assistance in relation to the e-Tender system is available to Bidders via the Supplier Help facility on the Login page. Supplier Guidance documents are also available to view and download. If you are still unable to resolve your issue in using the system you should send an e-mail to ProContractsuppliers@Proactis.com explaining the nature of your query.

2.2 Register Intent or opt out

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Quote Information has been viewed Bidders will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Bidder does not wish or is unable to submit a Quote and not interested in proceeding, then they should click “Opt Out” to decline the opportunity.

2.3 Preparation of Quote

Bidders must obtain for themselves all information necessary for the preparation of their Quote response and all costs, expenses and liabilities incurred by the Quote in connection with the preparation and submission of the Quote shall be borne by the Bidder, whether their offer is successful or not.

Information supplied to the Bidder by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Quote. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Bidders must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Bidders of such information.

Responses to each Quote question should be written concisely and clearly answer the question posed in English.

Bidders will only be able to respond to questions that require an input from them and are located within the Invitation to Quote document attached within the e-Tender system.

2.4 **Price Schedule/s**

The Council requires Bidders to complete and upload Price Schedule(s) where requested to do so within the e-Tender system.

All prices shall be in Pounds Sterling and exclusive of VAT.

2.5 **Other Documents or Supporting Evidence**

As instructed to do so within the e-Tender system, the Bidder must complete and upload other documentation that may be provided with this Quote process, or upload evidence to support their Quote submission.

Quotes must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. Only Quotes submitted without qualification, in accordance with this invitation to Quote will be accepted for consideration. The Council's decision on whether a Quote is acceptable or not will be final and the Bidder concerned will not be consulted. If a Bidder is excluded from consideration, the Bidder will be notified.

2.6 **Returning Your Completed Quote**

Bidders are required to submit their Quote within the e-Tender system by the time and date in the Procurement Timetable at the end of Section 2.

It is the Bidder's responsibility to ensure that the Quote is submitted and that all the requested documentation has fully uploaded by the closing date and time. Bidders should therefore allow enough time to complete questions and upload their response. Please do not leave it to the last minute.

Failure to complete and upload the requested documentation within the e-Tendering system will result in the Council rejecting the Quote as a Fail / Non-compliant Quote.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Quote Submissions: Quotes received after the closing date will not be considered. The Council is under no obligation to consider partial submissions.

Emailed or hard copy Quotes will not be accepted.

If the Council issues an amendment to the original Quote, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be notified to all Bidders.

The Bidder's Quote response will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Quote. However, the Council is not obliged to make such requests.

Bidders shall accept and acknowledge that by issuing this Invitation to Quote, the Council shall not be bound to accept any Quote. The Council reserves the right not to conclude a Contract or Framework Agreement for some or all of the goods, services and/or works for which Quotes are invited.

2.7 Quote Validity

The Quote should remain open for acceptance for a period of 120 days. A Quote valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted in writing through the e-Tendering system.

Bidders should seek to clarify any points of doubt or difficulty using the messaging facility in the Supplyingthesouthwest e-Tender system. They must submit clarifications at least 10 days prior to the closing date of the Quote for the Council to respond. It is not acceptable for Bidders to seek clarifications via telephone or e-mail outside of the e-Tender system. Please check the messaging system before submitting the clarification to make sure it hasn't already been asked/answered.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the Quote. Bidders should therefore not include within their question the organisation's name and any potential commercially sensitive information.

2.9 Confidentiality

The Bidder must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other

than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint Bidders.

The Quote shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the Quote process will be excluded from the process.

2.10 **Grounds for Rejection**

The Council reserves the right to reject or disqualify a Quote and/or its Consortium Members where:

- A Quote is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Bidders;
- the Bidder and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations and/or fails to certify that it has fulfilled these requirements;
- the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Bidder and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members;
- dis-qualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

2.11 **Disclaimer**

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor any relevant other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 Freedom of Information Act

The Council must adhere to the 'Freedom of Information Act 2000'. The Act allows access to information held by the Council, including Quote documents and Contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret.

Bidders are requested to state which part, if any, of the information supplied with their Quotes is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Bidders' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 Transparency

Bidders should be aware that if they are awarded a Contract, details about the resulting Contract will be published on the Council's website in accordance with the Local Government Transparency Code 2015. For further details of what the Council must publish, please visit the Local Government Association website at www.local.gov.uk

In some circumstances limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a Quote, the Bidder accepts the Council's right to publish details of expenditure as well as information contained within the Quote.

2.14 Equality

The Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to its commercial relationships with its suppliers.

All suppliers will be treated fairly and equitably before, during and after the Quote procedure. Should you have any concerns about the way in which an officer of the Council has treated you, then you should, in the first instance, contact the Head of Strategic Procurement & Commissioning.

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2.15 Ethical Procurement

The Council will consider the impact of economic and social factors along with price and quality and must ensure that the practices its Suppliers and Contractors undertake are above reproach.

Any indications of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and child labour will be challenged.

Where a Contract exists between the Council and a Supplier or Contractor and it is found that any of the practices above exist, then the Council will be entitled to terminate such a Contract in accordance with its terms and conditions.

2.16 Climate and Nature Emergency

Climate change impacts the current and future wellbeing of our local residents and so the Council has decided to take urgent action. In 2019, the Council declared a climate emergency across Bath & North East Somerset and is committed to playing its part by adopting a policy of net zero carbon by 2030.

The key areas that will be tackled by the Council under its Climate Emergency Strategy are:

- Support transition to a green local economy;
- Enable a major shift to walking, micro mobility (cycling), car-sharing, buses, and rail;
- Carbon neutral development and energy efficiency retrofitting;
- Increase natural environment carbon stores and biodiversity;
- Carbon neutral, social and affordable housing;
- Energy efficient homes;
- Improvement to the transport infrastructure.

2.17 Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
23/07/2021	ITT issued to potential suppliers
03/08/2021	Closing date for clarification questions to be submitted
04/08/2021	Council responds to clarification questions
10/08/2021 11.00am	Closing date and time for receipt by the Council of Bidders responses to the ITT

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11/08/2021	Evaluation of the ITT responses by Tender panel & supplier financial accounts by Internal Audit
12/08/2021	Award decision made and award letter issued
17/08/2021	Contract award concluded
27/08/2021	Commencement Date of Contract

2.18 Required documents

The table below indicates which documents are included in this Invitation to Quote. Bidders should ensure that they complete and upload ALL the required documents within the Supplyingthesouthwest e-Tendering system. Failure to complete and return documents may result in a reduction in the overall score for the Quote.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement including specification	x
Section 2 – Instructions to Bidders	x
Section 3 – Questionnaire	✓
Section 4 – Pricing Schedule	✓
Section 5 – Evaluation and Award	x
Appendix 1 – Non-Collusion Certificate	✓
Appendix 2 - Terms & Conditions of Contract	x
Appendix 3 – Evaluation Matrix	x

2.19 Terms & Conditions

The Council's Terms and Conditions of Contract are attached.

These are the terms that will apply to this contract. When you submit your Quote response, you are agreeing to be bound by these terms.

SECTION 3 - QUESTIONNAIRE

The purpose of the Questionnaire is to enable the Council to assess supplier suitability for providing goods and services.

Notes for completion

- i. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If it does not apply to you, please state clearly 'N/A'.
- ii. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.
- iii. Please return a completed version of this document with your Quote submission using the e-procurement system.

Verification of Information Provided

- iv. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. The Council will request evidence from the winning Contractor only after the final Quote evaluation decision.

Sub-contracting arrangements

- v. The Supplier should advise in a separate appendix the names of sub-contractors, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

Confidentiality

- vi. The Council reserves the right to contact the named customer contact regarding the contracts included in section 3. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- vii. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

SELECTION QUESTIONNAIRE

3.1 Supplier details	Answer	
Full name and address of the Supplier		
Registered company/charity number		
Registered VAT number		
Name of parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes
	ii) Small or Medium Enterprise (SME) <small>1</small>	<input type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes
Bidding model		
Please mark 'X' in the relevant box to indicate whether you are;		
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	<input type="checkbox"/> Yes	
b) Bidding as a Prime Contractor and will use third parties to deliver <u>some</u> of the services	<input type="checkbox"/> Yes	

3.2 Contact details	
Supplier contact details for enquiries	
Name	
Postal address	
Phone	
Mobile	
E-mail	

3.3	Technical and Professional Ability
a.	<p>Relevant experience and contract examples</p> <p>Please provide details of up to two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p>

	Contract 1	Contract 2
Name of customer organisation		
Point of contact in the organisation		
Position in the organisation		
E-mail address		
Description of contract		
Contract Start date		
Contract completion date		
Estimated contract value		

SECTION 4 – PRICING SCHEDULE

4.1 Pricing

Bidders must complete the pricing table below with all the proposed charges/prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.

Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.

The Council reserves the right to request further clarification of the pricing information by sending the Bidder a clarification message through the e-tendering system.

All charges/prices must be in pounds sterling and should be exclusive of VAT.

All pricing information will form the basis of any resulting Framework Agreement or Contract.

Description	Volume of Licences	Price £ (EX VAT)
Clearswift Email Gateway to include Kaspersky Antivirus.	3000	£
Clearswift Secure Email Gateway Maintenance for 3000 users with 24/7 support. To include all product updates.	1	£
	TOTAL PRICE	£

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation of Quote

The award decision will be based on the evaluation criteria as outlined in 5.2. The winning Bidder is deemed to have submitted the Most Economically Advantageous Tender. Evaluations will be carried out by Council Officers who will follow the agreed process in accordance with the Council’s procedures.

This Invitation to Quote is in two parts:

- i. The Selection Questionnaire
- ii. The Tender Questionnaire

The response to the Selection Questionnaire will be evaluated first. Bidders MUST pass all questions in this section. Failure to pass any of the questions in the Selection Questionnaire will result in the Quote being disqualified and the Tender Questionnaire will not be evaluated.

5.2 Award Criteria & Weightings

Submitted Quotes will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS	
<p>All questions are mandatory unless stated otherwise. Bidders must submit a response to each one. Failure to complete any question may result in a Fail as Evaluators will not be able to fully evaluate the Quote</p>	
<p>Selection Questionnaire</p> <p>Pass / Fail: The Selection Questionnaire has Pass/Fail questions. Sections or questions scored as ‘Fail’ will result in the disqualification of the Quote and it will not proceed to full evaluation.</p>	
<p>Tender Questionnaire</p>	
<p>Quality [10%]</p>	<p>Climate Emergency 9.2.1 i (50%) Climate Emergency 9.2.1 ii (50%)</p> <p>Scored Questions: Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder’s submitted responses. The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.</p>

	<p>Sections or questions scored as 0 or 1 may result in the Quote not proceeding to full evaluation or If the Bidder receives a score of either 0 or 1 on any question (following application of weightings to each sub criteria), the Council reserves the right to exclude that bidder from further consideration.</p> <p>In addition to the scoring of the main tender questionnaire, the 0 – 5 criteria detailed below will also be used to score Social Value method statements.</p> <p>0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Bidder’s experience, capacity and ability to meet its requirements.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Bidder’s experience, capacity and capability to meet its requirements.</p> <p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Bidder’s experience, capacity and capability to meet its requirements.</p> <p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Bidder’s experience, capacity and capability to meet its requirements.</p> <p>4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Bidder’s experience, capacity and capability to meet its requirements.</p> <p>5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Bidder’s experience, capacity and capability to meet the Council’s requirements.</p> <p>Applying weightings to scores</p> <p>The total weighting will be 100% which is split between Price and Quality. The split is shown in the left-hand column of this table.</p> <p>Individual scored questions will be weighted to account for their</p>
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	<p>level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. e.g. if a question is weighted as 20% and scored as 5/5 then the weighted score would be 20/20. If the score were 4/5, then the weighted score would be 16/20.</p> <p>All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid.</p> <p>The attached blank score sheet will show the calculations.</p>
<p>Price [90 %]</p>	<p>Price Evaluation:</p> <p>The scoring is carried out within an Excel spread sheet outside of the e-Tender system.</p> <p>All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.</p> <p>Example if the price weighting were 40%, the calculation would be:</p> <p>$(40 \times \text{lowest price}) / \text{bid price}$</p> <p>The lowest price bid would receive the full 40 points.</p> <p>A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES Council will not award a negative price score</p> <p>Abnormally Low Quotes In the event of the Council having received an abnormally low Quote, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations</p>
<p>Total Weighted Score</p>	<p>The weighted scores for Quality and Price are added together to get a final total score out of 100.</p> <p>In the event of a tie-break, the Council will award to the Bidder with the highest overall Quality score.</p> <p>For contracts below £50,000 in value, the Council may complete an assessment of the winning bidder's financial accounts for due diligence purposes.</p>

5.3 Clarifications

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Upon examination of the Quotes, the Evaluation Panel may request clarifications from the Bidders. The question(s) will be submitted on the e-Tendering system and Bidders must respond in the same manner.

If clarifications are received from Bidders outside the e-Tendering system, the Panel will ask them to redirect them through the e-tendering system.

It may be necessary to also hold a clarification meeting separately with the Bidders for due diligence purposes. If, as a result of these meetings, the Evaluation Panel decide that the initial scores require adjustment, then the Bidders will be requested to submit a clarification response via the e-tendering system. The Evaluation Panel will keep notes of the reasons why the scores have been adjusted.

5.4 Final score

Both the quality and price scores from the Quote and clarifications (where relevant) will be combined to produce a total final score and the Bidder with the best overall total final score shall be identified as the winning Bidder.

5.5 Customer References

References may be taken up for the winning Contractor. These will not be scored and will be for due diligence purposes only. The Council will consider whether to award the contract or seek further clarifications from the Bidder.

5.6 Right to Not Award

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Bidders in preparing their responses.

5.7 Right to Terminate Subsequent Contract

The Council reserves the right to terminate any resulting Contract, if it is discovered that the Bidder made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Quote submission.

5.8 Contract Award

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract. The successful company will receive a written notification letter that the Council is intending to award them the business.

Unsuccessful companies will receive a written notification that they have been unsuccessful, and that the Council intends to award the Contract to another bidder.

5.9 **Contract Acceptance**

Upon the Council's acceptance of a Quote, a Contract shall thereby be formed and become binding on both parties. Bidders should not submit a Quote unless they agree to be bound by the form of contract issued with that Quote.

The successful Bidder must not undertake work without written notification that they have been awarded a Contract and are required to start work.

5.10 **Withholding of Confidential Information**

The Council will be careful not to disclose confidential information of the successful Bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

SECTION 6 - APPENDICES

Appendices

1. Non-Collusion Certificate
2. Terms and Conditions of Contract
3. Evaluation Matrix

APPENDIX 1

FAILURE TO SUBMIT THIS NON-COLLUSION CERTIFICATE WHEN RESPONDING TO THE QUOTE WILL RESULT IN YOUR QUOTE NOT BEING EVALUATED

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying Quote to

(Name of Client)

.....

in relation to (details of Quote and reference)

.....

certify on behalf of (name of Bidder)

that, with the exception of any information attached hereto (see * below):

- 1) this Quote is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this Quote has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this Quote;
- 4) I have read and understood the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a Quote or who is qualified to submit a Quote in response to this request for Quotes, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED:

FOR AND ON BEHALF OF:

DATE:

APPENDIX 2

TERMS & CONDITIONS - Separate document

APPENDIX 3

EVALUATION MATRIX – Separate document

Glossary

'Bidder' means the company that is submitting a Quote response to this Invitation to Quote document;

'Contracting Bodies' or 'Contracting Body' means a public sector organisation or Local Authority described in the Contract or Framework Agreement which is allowed to procure under the Contract;

'Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services or Works under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

'Council' means Bath & North East Somerset Council;

'Contract' means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

"e-Tender system" means the electronic Tender system Supplyingthesouthwest. It is provided by ProActis and is hosted via <http://www.supplyingthesouthwest.org.uk>

'Invitation to Quote' means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement;

'Offer' means the offer made by the Bidder in relation to the proposed Contract;

'Specification' means the scope and description of the Goods, Services or Works to be provided pursuant to this Contract as set out in Section 1 – Specification;