

DPS Restricted Procedure Guidance Document

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For the purpose of this document:

“Applicant”

an organisation to which the Prequalification Questionnaire (PQQ) is issued (whether it is a single organisation, prime contractor or a consortium) and includes the Lead Organisation and any Relevant Organisation

“Tenderer(s)”

any Applicant(s) who has been invited by CORSERV onto the DPS

“Procurement Documents”

The Prequalification Questionnaire, Call Off Form and all other associated schedules and appendices.

Additional definitions can be found as an Appendix at the end of this document

Introduction

This document contains information about the procurement process, the DPS Agreement, and sets out the conditions for submitting your Procurement Documents.

A Dynamic Purchasing System (DPS) is an electronic system through which contracting authorities can source requirements by inviting tenders in the form of Call Off tenders, from economic operators admitted to the DPS. Unlike framework agreements, economic operators can apply to join the DPS at any time in the life of the DPS. All economic operators who meet the selection criteria have to be admitted to the DPS, and a DPS permits contracting authorities to move straight to the tender phase when a contract opportunity arises.

This procurement is being conducted under the Restricted Procedure. It is a two-stage process which enables CORSERV to draw up a list of Candidates by undertaking a qualification stage (selection criteria), prior to the issue of call off tenders.

In the evaluation of the PQQ CORSERV will follow the requirements of Cornwall Councils Contract Procedure Rules and the Regulations.

CORSERV will make its selection of a list of Candidates in accordance with the criteria set out in the Regulations.

This DPS opportunity will remain open to Suppliers to join throughout the term of the DPS Agreement.

Value of the Contract

The estimated value of the Agreement can be found in the Contract Information in the Due North System. Details of potential expenditure are given in good faith as a guide to assist Applicants / Tenderers in submitting their Procurement Documents. Any estimated value is not an undertaking on behalf of CORSERV to purchase the Goods / Works / Services to this or any other particular value and shall not create a binding obligation unless specifically stated within the Agreement.

Contract Term

The term of the DPS Agreement can be found in the Contract Information in the Due North system. This term is subject to any termination rights contained within the Agreement.

Qualification Stage Timetable

It is the intention of CORSERV, that this procurement will follow a clear, structured and transparent process at all times and that all Applicants / Tenderers will be treated equally.

A DPS is managed in Rounds, the qualification stage of the DPS is open for the full term of the agreement, and there are no restrictions on the number of suppliers on the list. It is CORSERV's intention to complete evaluations on submissions received in 10 working days where possible.

The key dates for this procurement timetable are currently anticipated to be as follows:

Timetable	
Event	Date
DPS Commencement Date	1 st August 2018
Submission can be made throughout the term of the DPS	
Evaluation of QS's and notification to Applicants	10 days after submission is received following DPS start date
DPS End Date	31/07/2023

Applicants / Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all Applicants / Tenderers as soon as possible via the Due North System.

Conditions of Qualification Stage (QS)

This section provides guidance to Applicant / Tenderers on how to complete the Procurement Documents.

Clarifications

Any enquiries or requests for clarification of any matter relating to this procurement must be made in writing via the Messaging Section of the Due North System. Clarifications should be clearly identified by starting the clarification question with "CLARIFICATION:"

CORSERV will endeavour, so far as is practicable, to respond to all clarifications as soon as possible via the Messaging Section in CORSERV's Due North System. The response to any clarifications will only be sent to the contact details provided to CORSERV on the Due North System.

CORSERV shall not be obliged to respond to any clarification and does not accept liability or responsibility for failure to provide any information requested.

If an Applicant / Tenderer considers that a clarification and / or its response relates to a confidential matters, it must mark the clarification as "confidential". If CORSERV is of the opinion that it would be inappropriate to answer the clarification on a confidential basis it will notify the Applicant/ Tenderer and require the Applicant / Tenderer to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state the grounds for its objection. If the Applicant/ Tenderer does not withdraw the clarification or raise any objection within the specified period, or if CORSERV is of the opinion that the clarification is not confidential, CORSERV may issue the clarification response to all of the Applicants / Tenderers.

However, if the terms of the Agreement render the Applicant / Tenderer's Procurement Documents unworkable, the Applicant / Tenderer should submit a clarification prior to the submission of the Procurement Documents, and CORSERV will consider in its absolute discretion whether any amendment to the Agreement is required. Any amendments which are proposed, but not approved by CORSERV through this process, will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the Applicant / Tenderer.

Changes after the submission of a QS

After return of the QS the Applicant must inform CORSERV of any changes to their response via the Messaging section on the Due North System.

CORSERV reserves the right to disqualify any Applicant that fails to undertake this task.

CORSERV reserves the right to accept changes proposed by any Applicant to the composition of their Procurement Documents subject to the necessary legal/eligibility, technical ability and financial standing criteria set out being met and such change resulting in satisfactory arrangements for the Applicant ability to deliver the Agreement requirements, providing always that such change is notified and takes effect prior to the Agreement being executed.

Duplication in Procurement Documents

Responses to all Sections of QS may be assessed independently of each other. Therefore where a response to a section of the Procurement Documents is duplicated in the response to a different section, Applicants / Tenderers are requested to repeat that information for each section rather than cross-referencing responses to where the information may have already been provided. It is the Applicants / Tenderers responsibility to ensure the response to each question is entire and can be assessed as such.

Variant Bids

Where Variant Bids are being accepted:

- This will be clearly identified in the contract advert
- Duplicate submission templates will be available for this purpose in the Due North System

CORSERV Rights

CORSERV reserves the right to:

- Seek clarifications or additional documents in respect of any Applicant / Tenderer's submission.
- Disqualify any Applicant / Tenderer that does not submit compliant Procurement Documents in accordance with the instructions in this Guidance Document and the Due North System, or submits Procurement Documents that are vague or incomplete. Evasive, unclear or hedged Procurement Documents may be discounted in evaluation and may, at CORSERV's discretion, be taken as a rejection by the Applicant / Tenderer of the terms set out in this Guidance Document and on the Due North System.
- Disqualify any Applicant / Tenderer in accordance with Regulation 57 (Exclusion Grounds; Mandatory Exclusions) of the Regulations.
- Withdraw this opportunity at any time, or to re-invite Applicants / Tenders on the same or any alternative basis.
- Choose not to award any Agreement as a result of the current procurement process.

- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Non-acceptance or rejection of any Procurement Documents shall be without prejudice to any other civil remedies available to CORSERV or any criminal liability which such conduct by an Applicant / Tenderer may attract.

Applicant / Tenderer Conduct

Applicants / Tenderers are reminded of their obligations as set out in the Regulations, relating to their conduct, specifically deliberately unclear Procurement Documents, price fixing, influencing the decision, contacting other Applicants / Tenderers or linked suppliers, and other undesirable practices.

Conflicts of Interest

Applicants / Tenderers are responsible for ensuring that no conflicts of interest exist between the Candidate / Tenderer and its advisers, and CORSERV and its advisers or the Candidate's/Tenderer's constituent members. Any Candidate / Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of CORSERV. There is a duty on the Candidate/Tenderer to notify CORSERV of any such conflict.

Warranties and Disclaimers

While the information contained in this Guidance Document and on the Due North System is believed to be correct at the time of issue, Applicants / Tenderers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information.

Neither CORSERV, its advisers, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this Guidance Document, all information available on the Due North System, all appendices and attachments, and in respect of any other written or oral communication transmitted (or otherwise made available) to any Applicant / Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of CORSERV. CORSERV does not accept any responsibility for any pre-contractual representations made by it or on its behalf.

If an Applicant / Tenderer proposes to enter into the DPS Agreement with CORSERV, it must rely on its own enquiries and on the terms and conditions set out in the Agreement. Neither the issue of this Guidance Document nor any of the information presented in it or on the Due North System, should be regarded as a commitment or representation on the part of CORSERV (or any other person) to enter into a contractual arrangement. CORSERV has not made and is not making any contract, agreement or warranty that a Agreement will be offered through the issue of this contract opportunity.

Applicant/Tenderer's Warranties

In submitting their Procurement Documents the Applicant / Tenderer warrants and represents and undertakes to CORSERV that:

- It has not performed any of the acts or matters referred to in Regulation 57 of the Regulations, and has complied in all respects with this Guidance Document and the information found in the Due North System.
- All information, representations and other matters of fact communicated (whether in writing or otherwise) to CORSERV by the Applicant / Tenderer or its employees, officers, agents or advisers, in connection with or arising out of the Procurement Documents, are true, complete and accurate in all respects.
- It has made its own investigations and research, and has satisfied itself in respect of all matters relating to this contract opportunity.
- It has full power and authority to enter into the Agreement and provide the Goods / Works / Services, and will if requested produce evidence of such to CORSERV.
- It is of sound financial standing and the Applicant / Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant / Tenderer submitted to CORSERV) which may adversely affect such financial standing in the future.

The Applicant / Tenderer shall indemnify, and keep indemnified, CORSERV against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Applicant / Tenderer of any of its obligations in this Guidance Document and information available on the Due North System.

Costs Incurred

CORSERV will not be liable for any bid costs, expenditure, work or effort incurred by an Applicant / Tenderer or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by CORSERV.

TUPE

It is the responsibility of the Applicant / Tenderer to consider whether or not "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Applicants / Tenderers should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.

If CORSERV has chosen to share any TUPE information as part of the procurement process this will be contained in the Specification.

Confidentiality and Freedom of Information Act (FOIA)

This contract opportunity is made available on condition that its contents (including the fact that the Applicant / Tenderer has expressed an interest in this opportunity) is kept confidential by the Applicant / Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Applicant / Tenderer to submit their Procurement Documents.

Under the Local government Transparency Code 2015 (Transparency Code) it is the responsibility of the Council to publish details of all contracts it now places. Applicants / Tenderers acknowledge that the Council is obliged to disclose the provisions of any resulting DPS Agreement. This does not apply to any information which is exempt from disclosure in accordance with FOIA principles. In determining whether any information is exempt, the Council shall seek to consult with the Applicant / Tenderer and shall take its reasonable concerns into consideration, provided that the Council shall have the final decision in its absolute discretion. The Applicant / Tenderer shall co-operate and assist the Council to publish in accordance with the Council's obligation.

Publicity

Applicants / Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract award) any publicity or activity with any section of the media in relation to this procurement process or resulting contract, other than with the prior written consent of the Council. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

Consortia, Unincorporated Joint Ventures and Sub-Contracting arrangements

CORSERV recognises that an Applicant / Tenderer may be a collaboration of organisations either through a consortium arrangement, unincorporated joint venture or by way of a lead contractor and sub-contractors. This does not preclude a single organisation submitting a response.

Any Applicant / Tenderer which is a consortium will be required to form a legal entity prior to any award of a Contract /appointment to a Agreement. Suitable security for guaranteeing the obligations of the legal entity and the delivery of the works or services under the Agreement may be required in the form of a parent company guarantee or performance bond from the Lead Organisation and/or the Relevant Organisations as required by CORSERV.

For Applicants / Tenderers who are Lead Contractors and sub-contractors, the Lead Contractor will be required to enter into the Agreement and take all legal responsibility for the obligations under that Agreement. All Applicants / Tenders will be evaluated as a whole in accordance with this Guidance Document and the information available in the Due North System.

All correspondence in relation to this procurement will be sent to the registered email address associated with the Applicant / Tenderers Due North account.

Law

The laws of England and Wales will apply to this procurement process.

Form of Parent Company Guarantee

Where appropriate and CORSERV deems relevant a Parent Company Guarantee will be required prior to any formal award of contract. If you are required to submit a Parent Company Guarantee then it will be requested as part of your submission within the Due North System.

Performance Bond

Where appropriate and CORSERV deems relevant a Performance Bond will be required prior to any formal award of contract. If applicable this will be detailed as part of your submission information within the Due North System.

Inter Government Information Sharing

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Council may disclose within Government any of the Applicant / Tenderers documentation/information (including any that the Applicant / Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Applicant / Tenderer to CORSERV during this Procurement. The information will not be disclosed outside Government. Applicants / Tenderers taking part in this competition consent to these terms as part of the competition process.

Instruction/Guidance for PQQ Return

Instructions for PQQ

Applicants must download all attachments in section 1 on the DueNorth portal. These documents are completed off line.

Once the full document pack and attachments are completed, the portal is accessed and the PQQ check sheet is completed, uploading the appropriate documents at each section as stated in the portal response section.

Any additional information which is necessary to support your submission should be uploaded separately to the Due North System as part of your submission, and cross-referenced in the main body of your PQQ.

European Single Procurement Document

In accordance with Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7 Cornwall Council will accept submission of a European Single Procurement Document (ESPD) as a part of any submission.

Where Applicants choose to submit all or any part of the ESPD in place of Sections of the PQQ this must be clearly identified and referenced by the Applicant.

Debrief

PQQ: those Applicants who are unsuccessful at PQQ will be notified via the Due North System and debriefed as to the reasons – unsuccessful Applicants at the PQQ stage will not be invited to bid for Call Off opportunities. This does not prevent the Applicant from submitting a PQQ in a future round of the DPS process.

Supplier Selection Criteria

The purpose of the Supplier Selection Criteria is to enable CORSERV to extract and evaluate the information required under Regulation 58 (Selection Criteria) of the Regulations.

The Selection Criteria used comply with Guidance issued by the Minister for the Cabinet Office under Regulation 111 of the Regulations unless stated otherwise in the NOTE at the start of that any individual Section.

Applicants that fail to complete the Section Criteria (even when stated 'for information only') may be excluded from the remainder of the procurement process.

Each element/question stated within the Supplier Selection Criteria referenced above will be assessed on the basis of pass/fail or scored - as set out below:

Evaluation Methodology	
Section	Evaluation Methodology
Section 1 – Essential Information	Info Only
Section 2.1 – Potential Supplier Information	Info Only
Section 2.2 – Bidding Model	Info Only
Section 2.3 – Declaration and contract details	Pass / Fail
Section 3.1 – Grounds for mandatory exclusion	Pass / Fail
Section 3.2 – Grounds for discretionary exclusion	Pass / Fail
Section 4.1 – Health and Safety	Pass / Fail
Section 4.2 – Equality and Diversity	Pass / Fail
Section 4.3 – Safeguarding staff and vulnerable people	Pass / Fail
Section 4.4 – Insurances	Pass / Fail
Section 4.5 – Registration under the Data Protection Act 1998	Pass / Fail
Section 5 – Economic and Financial Standing	Pass / Fail
Section 6 – Not used	
Section 7 – Modern Slavery	Pass / Fail
Section 8 – Ability and References	Info Only
Section 9 – Project Specific Selection Criteria	Scored

Where any of these Sections are not deemed relevant or proportional to the subject matter of the contract CORSERV will not require Applicants to respond these Sections. Sections where this applies will contain no questions in the Due North System.

Pass / Fail Questions

Applicants that receive a 'fail' in any of these questions/sections shall be excluded from the remainder of the evaluation process, unless CORSERV, at its absolute discretion, decides otherwise (CORSERV must evidence why such discretion was exercised).

Scoring of Questions

The questions will be scored as below.

Each question will be allocated a score between 0 and 5 in accordance with the scoring matrix for quality criteria table set out below:

Responses that receive a score of 2 or less will receive a Fail and may be excluded from the remainder of the evaluation process and their PQQ shall not be considered unless CORSERV, at its absolute discretion, decides otherwise (CORSERV must evidence why such discretion was exercised). Scores of 3 or more will receive a Pass.

Scoring Matrix for Quality Criteria		
Score	Judgement	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

Consortia, Unincorporated Joint Ventures and Subcontracting Applicants

Where the Applicant has completed the response and that Applicant is made up of a Lead Organisation and Relevant Organisation(s) the following will apply (unless stated otherwise within the relevant section):

- For Pass/Fail Sections all Relevant Organisations will be required to pass all Sections unless an adequate justification is provided by the

Relevant Organisation or the Lead Organisation which is satisfactory to CORSERV; and

- For scored Sections, CORSERV will provide the Applicant with a global score for each question taking into account the responses received from each Relevant Organisation and looking at the submission in respect of that question as a whole.

PQQ – Detailed Guidance for Due North System

Additional Guidance on the Due North System

For each Section of your submission, Section Specific Guidance may be available on the Due North System. This can be shown by clicking:

Show more information

The “Show more information button” can be found in the top right hand corner of the screen when you are answering a question.

INFORMATION ONLY SECTIONS

Section 1 – Essential Information

This Section must be completed but is for information only and will not be scored, however failure to complete the section may result in an incomplete bid leaving the tender subject to rejection at CORSERV’s discretion.

Section 2 – Supplier Selection Criteria A

Section 2.1 – Potential Supplier Information

This Section must be completed but is for information only and will not be scored, however failure to complete the section may result in an incomplete bid leaving the tender subject to rejection at CORSERV’s discretion.

Section 2.2 – Bidding Model

This Section must be completed but is for information only and will not be scored, however failure to complete the section may result in an incomplete bid leaving the tender subject to rejection at CORSERV’s discretion.

Section 2.3 – Declaration and contact details

This Section must be completed but is for information only and will not be scored, however failure to complete the section may result in an incomplete bid leaving the tender subject to rejection at CORSERV’s discretion.

Section 6 – Not used

Section 8 – Ability and References

This Section must be completed but is for information only and will not be scored, however failure to complete the Section may result in an incomplete bid leaving the tender subject to rejection at CORSERV's discretion. References for works/services with Local Authorities or other Public Sector bodies should be considered preferable. Grant funded work can also be used where felt relevant. In order to avoid the potential for a conflict of interest, references should not be supplied for works undertaken for Cornwall Council; however, if such references are the only ones that the Applicant can provide then CORSERV may accept them subject to CORSERV's absolute discretion to reject any reference(s) that create or may be considered to create a conflict of interest. This Section has a minor variation from the Government Standard Selection Criteria.

PASS/FAIL SECTIONS

Section 3 – Supplier Selection Criteria B

Section 3.1 & 3.2 – Grounds for Exclusion

'Self-cleaning'

Questions 3.1.3 and 3.2.6 offer Applicants an opportunity to provide sufficient evidence of self-cleaning. Evidence provided must give a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The Applicant has to demonstrate it has taken such remedial action, to the satisfaction of CORSERV in each case.

If such evidence is considered by CORSERV (whose decision will be final) as sufficient, Applicant concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Applicant shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Applicant shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by CORSERV to be insufficient, the Applicant shall be given a statement of the reasons for that decision.

Taking Account of Applicants' Past Performance

In accordance with 3.2.1, CORSERV may assess the past performance of an Applicant (through a Certificate of Performance provided by a previous customer or other means of evidence). CORSERV may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this PQQ. CORSERV may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, CORSERV may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Applicants may also be asked to update the evidence they provide in this Section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Section 4 – Supplier Selection Criteria C

Section 4.1 - Health and Safety

NOTE TO APPLICANT 1: The Section must be completed in full and will be evaluated as a whole and given a pass or fail rating based on an evaluation of the risk to CORSERV of entering into a contract with the Applicant.

NOTE TO APPLICANT 2: Applicants are expected to provide evidence to support their response to this Section.

NOTE TO APPLICANT 3: Organisations with fewer than five employees are not legally required to have a documented policy statement. If an Applicant is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be undertaken.

Section 4.2 - Equality and Diversity

NOTE TO APPLICANT: this Section will be evaluated on a 'Pass/Fail' basis. For questions 4.2.1 and 4.2.2 answers of "No" constitute a 'Pass', and any answers of "Yes" constitute a 'Fail' unless evidence can be provided of appropriate and proportional self-cleaning in question 4.2.3. The Lead Organisation and the Relevant Organisations must answer all questions in this section. For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

Where included; for questions 4.2.5 – 4.2.9 answers of "Yes" constitute a 'Pass', and any answers of "No" constitute a 'Fail'.

Section 4.3 – Safeguarding staff and vulnerable

people

Only the Lead Organisation is required to complete this Section. This Section must be completed and will be evaluated as a whole on a Pass or Fail basis. This Section may be marked as a 'Fail' if "No" is answered to all questions.

Section 4.4 – Insurances

Only the Lead Organisation is required to answer this Section. If successful at the end of this tender process then evidence of the declared insurance will need to be provided prior to contract award.

NOTE TO APPLICANT/TENDERER: This section must be completed and will be evaluated as a whole on a Pass or Fail basis. This section may be marked as a 'Fail' if "We cannot/do not meet the insurance requirements for this contract" is answered to question 4.4.1.

Section 4.5 – Registration under the Data Protection Act 1998

This Section must be completed and will be evaluated as a whole on a Pass or Fail basis. This Section may be marked as a 'Fail' if "No" is answered to both question 4.5.1 and 4.5.2. This Section may also be marked as a 'Fail' if "No" is answered to question 4.5.3.

Section 5 - Economic and Financial Standing

The information provided by the Applicant will be assessed to establish the economic and financial standing of the Applicant in relation to the Agreement. CORSERV will, where possible, obtain an independent financial assessment of the Applicant and its relevant parent company from a reputable credit rating organisation. The Applicant will be awarded an overall pass or fail mark dependent on the score awarded from the assessment process found below. All information provided as attachments should be clearly referenced to the question number.

Group structures

If the Applicant is a subsidiary, the financial information is required for both the subsidiary and the relevant parent organisation. A financial assessment will also be performed on the relevant parent company based on the criteria outlined below. For purposes of assessment relevant parent company will be taken as the ultimate unless otherwise stated, and the assessment will be on the relevant parent company accounts not the consolidated group accounts. Information must be provided that enables the criteria outlined below to be assessed.

Additional information

Credit rating report: credit rating reports will be obtained for both the Applicant and relevant parent company. These will be used to provide CORSERV with an independent check of financial information supplied by the Applicant. Where the Applicant or parent company receives a “Nil” credit rating this could lead to an unsatisfactory financial assessment but further investigation will be carried out based on the financial accounts supplied with the PQQ.

Litigation: outstanding claims or litigation to the value of 25% or more of the last financial year’s profits that are not covered by appropriate insurance could lead to an unsatisfactory financial assessment. This applies to the Applicant and their relevant parent.

Scoring mechanism: up to 100 marks are awarded taking into account turnover and the performance of the company in question measured by using standard accounting ratios. The scoring model is therefore as follows.

Where the Applicant is a subsidiary

The assessment process will be applied to the financial information obtained for both the Applicant and its ultimate parent organisation and assessed as follows:

For Applicants who have a parent organisation, the ultimate parent organisation will also be assessed on the same financial standards as follows:

Applicant	Parent company	Ultimate result	Notes
Pass	Pass	Pass	
Fail	Fail	Fail	
Fail	Pass	Pass	Only if ultimate parent organisation confirms that it is willing to give financial support to the subsidiary organisation (the Applicant) in the form of a parent company guarantee (PCG), or other form of suitable security as required by the Council.
Pass	Fail	Pass	If the relevant parent organisation is a non-trading Holding Company.
Pass	Fail	Fail	If the relevant parent organisation is a trading organisation

Consortium bids

The assessment process will be applied to the financial information obtained for each relevant organisation that is a member of the consortium.

The combined turnover of all consortium members must meet the turnover requirement. All other elements of the financial assessment

(profit, liquidity, gearing) will be based on the individual performance of **each** member of the consortium.

Where **any** member of the consortium cannot demonstrate that it meets the minimum acceptable standard as identified in the Due North System then a fail may be awarded to the consortium.

Scoring criteria calculations

Scores will be calculated as follows:

Criteria	Maximum Score
(a) Turnover	30
(b) Liquidity (Acid Test Ratio)	30
(c) Gearing	20
(d) Net Profit Margin	20
Total Score	100

(a) Turnover: 30 marks

This calculation is used to demonstrate the Applicant has sufficient resources to meet the requirement of the Contract.

If the Applicant's average annual turnover for each of the last two financial years is equal to or higher than the turnover requirement identified in the Due North System the Applicant will receive 30 marks.

If the Applicant has an average annual turnover for each of the last two financial years of less than the turnover requirement identified in the Due North System zero (0) marks will be awarded.

In the case of a newly formed organisation the average annual turnover will be determined from a combination of the company accounts (where provided) and the business plan.

In the case of consortium bids the total combined turnover of the Lead Applicant and all Relevant Organisations will be calculated and this combined turnover will be used within the individual assessment of each member of the consortium.

(b) Liquidity (Acid Test Ratio): 30 marks

This criterion assesses whether or not the Applicant can demonstrate they have sufficient resources to pay its debts by comparing current assets minus stock to current liabilities. It is expressed as follows:

$$\frac{\text{(current assets – stock)}}{\text{current liabilities}} = \text{Acid Test}$$

This will be measured on the average of the two years accounts. Stock will include stock, inventories and work in progress.

The minimum standard for this criterion is that the Applicant must have a current liquidity ratio of at least **1.0**.

Scores will be awarded as follows:

Current Ratio	Score
Equal to or greater than 1.0	30
Less than 1.0 (minimum standard)	0

(c) Gearing: 20 marks

This criterion assesses whether or not the Applicant can demonstrate it has sufficient equity (or capital) to borrowed funds. Gearing is a measure of financial leverage, demonstrating the degree to which a firm's activities are funded by owner's (shareholders) funds versus creditor's funds. This will be measured on the latest annual accounts only.

It is expressed as follows:

$$\frac{(\text{Debt greater than 1 year} + \text{Debt less than a year} + \text{Overdrafts} - \text{Cash})}{\text{Net worth (or equity)}}$$

CORSERV will calculate the gearing ratio. The minimum standard for this criterion is that the Applicant must have a gearing ratio lower than 90%

Scores will be awarded as follows:

Gearing Ratio %	Score
Less than 90%	20
Equal to or greater than 90%	0

(d) Net Profit Margin: 20 marks

Marks will be awarded if the average profit margin for the last two years is above 0.

Net Profit margin percentage will be calculated as follows:

$$(\text{Net Profit after interest but before tax} / \text{Turnover})$$

Scores will be awarded as follows:

Mean profit margin percentage (%)	Score
Greater than 0	20
Less than or equal to 0 (minimum standard)	0

Section 7 – Modern Slavery

Where included this Section is mandatory and will be assessed on a pass/fail basis. Where you are a Relevant Commercial Organisation,

answering "No" to question 7.2 may constitute a fail and leave your tender subject to rejection at CORSERV's discretion.

SCORED SECTIONS

Section 9- Project Specific Selection Criteria

CORSERV may include Project Specific Selection questions deemed relevant and proportional to the tender. In such circumstances these Question will be included in Due North System accompanied by further guidance as required.

Instruction/Guidance for Call Off Tenders under a DPS Agreement

The completion of Call Off of the DPS Agreement will take place throughout the term of the Agreement following evaluation of the Qualification Stage with the expected start date given in the timetable.

Call Off contracts will be communicated to Tenderers who passed the PQQ stage. Call Off will be managed by categorising the DPS as shown in Schedule 7 of the DPS Agreement. All Tenderers who have demonstrated the required criteria and have indicated their interest and competence in a Category will be invited to tender for Call Off contracts under that category.

You must return all documentation required for each Call Off by the Return Date stated via the Council's Due North System.

Any additional information which is necessary to support your Tender should be uploaded separately to the Due North system as part of your submission, and cross-referenced in the main body of your Tender.

Submission of Tenders

Unless CORSERV has expressly stated to the contrary, each Tenderer must submit only one Tender in respect of any Call Off.

Each Tender must be a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. Each Tender must be capable of being accepted by CORSERV in its own right.

The following requirements must be adhered to when submitting Tenders:

- Tenderers should submit only such information as is necessary to respond effectively.
- Unless specifically requested, extraneous presentation materials, particularly company corporate sales material, are neither necessary nor desired. Such materials will only be taken into account if they are clearly referenced in a Tenderer's specific response to a question in the Call Off and only then to the extent that information is considered relevant by CORSERV.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in the Call Off.

- The Tender must be clear, concise and complete. CORSERV reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity.
- Tenderers have provided contact information when registering with the Council's Due North System. CORSERV shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake changes relating to the contact promptly if required.

Tender Award Criteria

Only those Applicants who are successful at the QS will be invited to respond to Call Off under the DPS Agreement. The Call Off therefore relates to the Tender Award Criteria.

All Call Off tenders under this DPS Agreement awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to CORSERV.

The award criteria for each Call Off will be stated in the Call Off documentation. The options will be to evaluate by price only or by price and quality depending on the complexity of the works required.

Quality Evaluation

The quality evaluation will be scored as below.

Each scored question/section will be allocated a score between 0 and 5 in accordance with the table set out below:

Tenderers that receive a score of 2 or less in any of these questions / sections shall be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless CORSERV, at its absolute discretion, decides otherwise (CORSERV must evidence why such discretion was exercised).

Scoring Matrix for Quality Criteria		
Score	Judgement	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response.

3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response.
2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response.

Quality Score: Worked Example

Criteria	Tenders Score, A	Maximum Score, B	Weighting, C (100% total)	Quality Total, D (as above)	Contribution to tenderers score, D (A÷B) x C x D = E
Question 1	3	5	20%	50%	6%
Question 2	3	5	20%	50%	6%
Question 3	4	5	20%	50%	8%
Question 4	4	5	10%	50%	4%
Question 5	5	5	10%	50%	5%
Question 6	4	5	10%	50%	4%
Question 7	4	5	10%	50%	4%
Tenderers Quality Score out of a possible 50% (=sum(E))					37%

Commercials

The Commercial section contains the details and requirements relating to the price element of this ITT. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc., for the Tenderers to return as part of their Tender submission.

The Tenderer's prices will be scored on a comparative basis.

Ties

Where the Total Evaluated Scores of two or more Tenderers are identical following the evaluation process identified above and a Tie has occurred the following will be applied to determine the preferred Supplier:

- Where in the commercial element accounts for 50% or more of the total available score, the highest commercial score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
 - Supplier A 60% Commercial 34% Quality = 94%
 - Supplier B 54% Commercial 40% Quality = 94%

Supplier A would be deemed the preferred Supplier

- Where the quality element accounts for 51% or more of the total available score, the highest quality score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.
 - Supplier A 60% Quality 34% Commercial = 94%
 - Supplier B 54% Quality 40% Commercial = 94%

Supplier A would be deemed the preferred Supplier

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected by identifying the first to submit their tender to Due North.

Contract Terms and Conditions

By submitting a Tender, Tenderers are agreeing to be bound by the Terms and Conditions of the Call Off and the DPS Agreement without further negotiation or amendment.

Contract Award

Entering into the Agreement is subject to the formal approval process of CORSERV. Until all necessary approvals are obtained no Agreement will be entered into.

Once CORSERV has reached a decision in respect of a contract award, it will notify all Tenderers of that decision via the Due North System.

Appendix 1 - Defined Terms

For the purpose of this Invitation to Tender the following words and expressions shall have the meanings set out below.

“Applicant”

Means: an organisation to which the Prequalification Questionnaire (PQQ) is issued (whether it is a single organisation, prime contractor or a consortium) and includes the Lead Organisation and any Relevant Organisation

“Commencement Date”

Means: the intended date for the commencement of the Contract / Framework Agreement set out in the Due North System.

“Commercial Document”

Means: the schedule of prices required to be completed and returned by the Tenderer in accordance with the requirements of the ITT and as further set out in the Due North System

“Contract / Framework Agreement/ DPS”

Means: the Contract / Framework Agreement (as applicable and identified in the Contract Notice) for the provision of the Goods / Works / Services (as applicable and identified in the Contract Notice), which the Council intends to enter into with the Tenderers providing the most economically advantageous tender and the terms and conditions of which are contained in the Due North System.

“Contract information”

Means: as can be found in the Due North System.

“Contract Notice/Contract Advertisement”

Means: as defined in the Public Contract Regulations 2015 (as amended) or other Contract advertisement as may apply for non OJEU projects.

“Contractors”

Means: any successful Tenderers that are appointed to the Contract / Framework Agreement.

“Contract Procedure Rules”

Means: the contract procedure rules applicable to all procurement undertaken by the Council which are publicly available at:
<http://www.cornwall.gov.uk/default.aspx?page=33243>

“CORSERV”

Means: CORSERV Ltd, Higher Trenant Road, Wadebridge, Cornwall, PL27 6TW

“Council”

Means: Cornwall Council, County Hall, Treyew Road, Truro, Cornwall TR1 3AY.

“Due North System”

Means: Cornwall Council’s e-tendering system. As accessed through www.supplyingthesouthwest.org.uk

“European Single Procurement Document (ESPD)”

Means: As detailed under Regulation 59 of the UK Public Contract Regulations 2015 and EU Implementing Regulation 2016/7. Available at http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=OJ:JOL_2016_003_R_0004&from=EN

“Form of Tender”

Means: the form submitted by the Tenderer to the Council as part of the Tender titled Form of Tender and Declarations, a draft of which is contained in the Due North System

“Goods / Works / Services”

Means: the provision of Goods / Works / Services as set out in the Contract / Framework Agreement and Specification.

“Government Standard Selection Criteria”

Means: as detailed on the Gov.uk website
<https://www.gov.uk/government/publications/public-contracts-regulations-2015-requirements-on-pre-qualification-questionnaires>

“Guidance Document”

Means: the Restricted Procedure Guidance Document.

“ITT”

Means: the Invitation to Tender document including all schedules and appendices.

“Lead Organisation”

Means: the organisation leading on the submission of the PQQ and ITT as identified in the Due North System.

“OJEU”

Means: the Official Journal of the European Union.

“Procurement Documents”

Means: The Prequalification Questionnaire, Invitation to Tender and all other associated schedules and appendices.

“Restricted Procedure”

Means: the procedure as defined in the Public Contracts Regulations 2015 (as amended) Regulation 28

“Organisation”

Means: any person, company or authority permitted under the Contract Notice wishing to procure Goods / Works / Services under the terms of the Contract / Framework Agreement.

“Regulations / UK Public Contract Regulations”

Means: The Public Contract Regulations 2015 (as amended).

“Relevant Organisations”

Means: All those Organisations listed as part of a Lead Organisation's PQQ or ITT who would contribute to the delivery of the contract, should it be awarded.

"Schedules"

Means: supporting schedules detailing project and subsequent Contract commitments related to this Project.

"Sections"

Means: a section in the Due North Evaluation Template

"Small or Medium Enterprise (SME)"

Means: See EU definition of SME:
<http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

"Standstill"

Means: the 10 day period between notice of intention to award and award, referred to in regulation 87 of the UK Public Contracts Regulations 2015 (as amended).

"Supplier Selection Criteria"

Means: the criteria used to select those Tenderers who will be considered for evaluation against the Tender Award Criteria.

"Tender"

Means: a Tenderers submission made in response to the ITT including the completed and signed Form of Tender, together with all completed schedules and information requested by the Council.

"Tender Award Criteria"

Means: the evaluation criteria that will be applied to all tender's progressing past the Selection Stage (PQQ).

"Tender Evaluation Methodology"

Means: the evaluation methodology and approach to be used by the Council to evaluate the Tenders in accordance with the Tender Award Criteria.

"Tenderer(s)"

Means: Tenderer(s) who has been invited by the Council to submit a Tender.

“Terms and Conditions”

Means: the contract Terms and Conditions as detailed in the Council’s Due North System.

“Variant”

Means: means “Variant” as defined in regulation 45 of the UK Public Contracts Regulations 2015 (as amended);