INVITATION TO TENDER FOR WATER SPORTS AND OUTDOOR ACTIVITY CONCESSION AT HAMWORTHY PARK OUTDOOR EDUCATION CENTRE

Strategic Procurement

DN 469806

Author: Strategic Procurement

Version: v1.00

Date: November 2020

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Section 1 – Introduction

1.1. Description of Supply Requirement:
BCP Council is offering an opportunity to lease Hamworthy Outdoor Education Centre ('the Centre'). The Centre is comprised of a pavilion building with teaching, changing, kitchen and office facilities. A boat compound with storage facilities and access to a slip way providing access to Poole Harbour. The Council are seeking a suitably experienced and competent provider to deliver and develop sports and outdoor activity provision from the Centre, whilst proving the best value for money outcomes in terms of revenue and investment at neutral cost to the Council. The Council are seeking a Tenant who can operate the centre to achieve this, manage the service to maximise the use of the facilities at all times and attract new participants from specific target groups. We also welcome offers regarding the rent and for facility improvements which are sympathetic to the park and it's beautiful surroundings.
1.2. Specification:
The specification which outlines the requirements for this contract is attached as a separate document. Please see the document 'Appendix 1 - Specification - Hamworthy Outdoor Education Centre'
1.3. Attachments:
The below is a list of all of the attachments that have been provided as part of the tender as separate documents. Bidders must ensure that they have reviewed all attachments: • Tender Response - Part A - Questionnaire • Tender Response - Part B - Form of Tender and ACC • Tender Response - Part C - Pricing Evaluation • Tender Response - Part D - Quality Evaluation • Appendix 1 - Specification - Hamworthy Outdoor Education Centre • Appendix 2 - Location Plan- Hamworthy Marine Activity Centre • Appendix 3 – Building Layout - Outdoor Education Centre • Supplying the South West Complete Suppliers Guide v7.00
1.4. Contract Documentation:
• Draft template lease - Hamworthy Park Outdoor Education Centre
1.5. Contract Duration:
It is anticipated that the contract will start on 01 March 2021. The term of the contract will be for five years and ending on 28 February 2026.
1.6. Procurement Procedure:

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The Council is openly advertising this opportunity to procure the Most Economically Advantageous Tender (MEAT) which best meets the Council's requirements.

Any organisation/consortium interested in delivering this opportunity must submit an electronic Bid in response to this ITT by the deadline shown in the Procurement Timetable.

All Bidders are required to complete all tender response documents (and submit any other requested documents) in order to submit their completed Bid. All aspects of this ITT should be completed in full and submitted as part of a Bid.

The assessment of a Bid will be undertaken by way of a 3-stage process:

1. The Council will undertake a preliminary compliance check of Bid submissions to ensure that they are complete and have submitted as per the Council's requirements;
2. The Council will evaluate Bidders' responses to the selection questions in the SQ (Part A of the Tender Response document) in accordance with Section 5 of this document;
3. All Bidders meeting the selection criteria set out in Part A of the Tender Response document will proceed to the tender evaluation stage and will have the remainder of their Bids evaluated in accordance with Section 5 of this document.

Bidders which do not meet the selection criteria, will not proceed to the tender evaluation stage.

Details of the Evaluation Process can be found in Section 5 of this document.

1.7. Procurement Timetable

The proposed timetable for the procurement exercise is set out below. This is intended as a guide and whilst the Council reserves the right to amend the timetable or extend any time period as it sees fit. Any amendments made by the Council in respect of key dates will be communicated to the Bidders via ProContract. The successful Bidder should be available from contract award to commence the service immediately following contract mobilisation.

Timetable Item	Date
ITT Documents made available through ProContract	10/11/2020
Last Date for Raising a Clarification Question	01/12/2020
Deadline for ITT Submission	15/12/2020 By 14:00 (2PM)
Notification of ITT Outcome to Bidders	January 2020/21
Contract Award Date	January 2020/21
Contract Start Date	March 2021
Contract End Date	February 2026

Section 2 – Instructions to Bidders

Glossary

All defined terms shall have the meaning given to them below. Terms not defined below shall have the meaning given to them in the Contract, including the Schedules. In the event of any

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inconsistency between the below defined terms and the Contract, the below defined terms shall take precedence for the purpose of this ITT only.

"Associated Documents" means all of the tender documentation, guidance, clarifications and project documentation issued by the Council and its advisers and any further information received via communication with the Council and its advisors and/or all information made available on ProContract during the tender process by the Council

"Bid" means each of the written proposals submitted by a Bidder as part of this procurement process at any stage of the procurement process.

"Bidder(s)" means individuals and/or organisations who are interested in tendering for this Supply Requirement.

"Consortium" means either an entity which is to be formed by a group of organisations or a group of organisations acting jointly as the Bidder

"Consortium Member" means where the Bidder is a Consortium, any individual economic operator forming part of that Consortium

"Contract" means save where otherwise provided for in this ITT, the agreement to be awarded by the Council pursuant to, and in respect of, the procurement, a draft of which is attached to this ITT

"Council" means Bournemouth Christchurch and Poole Council or its duly authorised officers

"Goods and/or Services and/or Works" means the requirements of the Council as summarised in Section 1 - Introduction and fully described in the Specification and all other attachments provided as part of the ITT

"ITT" means this Invitation to Tender issued by the Council

"ProContract" means the site managed by the Council by which the Bidders may access documents relevant to this procurement and submit tenders (www.supplyingthesouthwest.org.uk)

"Procurement Documents" means all of the tender documentation, guidance, clarifications and Supply Requirement documentation issued by the Council and its advisers and any further information received via communication with the Council and its advisors and/or all information made available on ProContract during the tender process by the Council

"Supply Requirement" means the procurement to appoint a supplier for the supply of 'Hamworthy Park Outdoor Education Centre Concession'

"SQ" means the Selection Questionnaire

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2.1. Introduction

2.1.1. The purpose of this ITT is to describe the procurement process and to provide further information about the Supply Requirement.

2.1.2. All documents and Bids will be prepared in the English language. The procurement process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the courts of England and Wales.

2.1.3. This ITT aims to:

- provide information to Bidders on the Supply Requirement and the opportunities available;
- set out clearly the Council's requirements;
- provide information on the Council's approach to the procurement process;
- set out the deliverables required from Bidders; and
- set out the evaluation criteria and weightings that the Council will use to assess Bids

2.1.4. Bidders should note that there will be no negotiations permitted on the Contract terms (indicated in point 1.4 above) prior to or after the Bid submissions deadline date. Bidders are deemed to accept the Contract terms as set out in this ITT and the Council reserves the right to reject a Bid which seeks to vary or qualify the terms of the Contract (in a manner not permitted in this ITT).

2.1.5. This ITT has been prepared by the Council and is for use by those interested in bidding for the Supply Requirement, their professional advisers, and other parties essential to preparing a Bid for the Supply Requirement and for no other purpose.

2.1.6. Bids should be final and complete in meeting the Authority's requirements. Please refer to the submission instructions in Section 4.

2.1.7. However, the Authority may request Bidders to clarify aspects of their Bids where the Authority considers it appropriate to do so.

2.1.8. Following the submission of Bids, the Authority expects to undertake an evaluation process to identify which Bid is the most economically advantageous tender (MEAT) and will be put forward for consideration to be awarded the Contract.

2.1.9. The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including in the OJEU Notice and the ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

2.2. Communications/Contact

2.2.1. The Procurement Documents issued by the Council as part of this procurement process are made available to Bidders electronically via the Council's web-based electronic supplier and contract management system, ProContract and can be found at www.supplyingthesouthwest.org.uk

2.2.2. Bidders must not approach any member of the Council in relation to the Supply Requirement or the procurement process, other than by using the messaging facility on ProContract.

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2.2.3. Any technical questions relating to the use of ProContract should be addressed (preferably by email) to ProContractSuppliers@proactis.com or telephone helpline 0330 005 0352. This is only the technical support line and any ITT queries should be directed through ProContract.

2.2.4. It is the Bidder's responsibility to:

2.2.4.1. fully familiarise themselves with the nature and extent of the requirements and obligations that are needed to meet the Council's requirements and all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect a Bid; and

2.2.4.2. ensure that they have all relevant necessary information and to undertake due diligence, seek additional information or ask for clarification if necessary in order to submit a compliant Bid (including price).

2.2.5. Bidders shall be deemed to have satisfied themselves with the nature and extent of the requirement and obligations that are needed to meet the Council's requirements and the Council will not accept any claim or request for a variation to the terms of any contract as a result of any failure by a Bidder to seek clarification or undertake due diligence, or any liability for any claim or variation made on the grounds of insufficient knowledge of the nature or extent of the procurement.

2.2.6. Bidders participate entirely at their own risk and expense and will be solely responsible for and bear all of their own costs and liabilities which may be incurred in the preparation and submission of their Bids regardless of whether a contract is awarded. Under no circumstances will the Council or any of its advisors be liable for costs of expenses borne by the Bidders or any of its supply chain members or advisors in this process.

2.3. Downloading Invitation to Tender and Tender Response Documents

2.3.1. The ITT and Tender Response documents must be downloaded for completion electronically via ProContract.

2.3.2. Bidders should note that the ProContract system requires that Bidders use a compatible web browsing software. It is the Bidders responsibility to ensure that they are using a compatible web browsing software.

2.4. Bid Enquiries and Clarification

2.4.1. Any queries arising from the Procurement Documents which might have a bearing on the offer to be made should be raised as soon as possible in writing via ProContract and, in any event, by no later than 23:59 the date stated as the deadline for clarifications (referred to in the procurement timetable).

2.4.2. If a Bidder is in any doubt as to the interpretation of any part of this document, or if a Bidder wishes to request additional information or raise any query in connection with the procurement, they must raise a question within ProContract to the Project Team who will answer the query prior to the submission of Bids. The latest date you can raise your query is indicated in the procurement timetable at the start of this document.

2.4.3. In compliance with European procurement law principles on equal and fair treatment of Bidders, any information that the Council dispenses in response to requests for

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clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.

2.4.4. Relevant questions together with the answers will be posted on ProContract and automatic e-mails will be sent to Bidders informing them that a new message or update to the Procurement Documents has been posted and that they should visit the website to view it as well as the notification area within the system. If a Bidder has unsubscribed to the emails then the notification will only appear in the general notifications area within the system.

2.4.5. When Bidders first access the ITT they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response. Bidders registering after clarifications have been posted will not receive notification that messages of updated to Procurement Documents are available for viewing.

2.4.6. On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. The Council cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

2.4.7. Upon receipt of a Bid the Council may undertake any necessary post-Bid clarification questions with Bidders following submission of Bids.

2.5. Communication with Bidders

2.5.1. As noted above, the Council has adopted a web-based electronic supplier and contract management system to manage all Bid processes. Save as expressly provided otherwise in this ITT, all contact with the Council shall be made through ProContract. There should be no communications outside of the ProContract system.

2.5.2. Bidders are welcome to contact the Council via ProContract ‘Messaging’ with reasonable frequency to discuss any aspect of the Procurement. Bidders should not make any contact with any employee, member or advisors to the Council, without the Council's prior written invitation or agreement.

2.5.3. All questions and requests for clarification or further information may only be made, and will only be considered, if made by the date and time stipulated within the table at clause 1.7 of this document. If a question or request for clarification or further information is made by the Bidder after the date and time identified within this document, and prior to the submission date for a Bid, the Council may, in its absolute discretion, respond to the Bidder and provide any additional information to which the Council has access.

2.5.4. The Council shall not be obliged to comply with any such request and the Council does not accept any liability or responsibility for failure to provide any such information.

2.5.5. The Council also reserves the right to disseminate information that is materially relevant to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its Bid. Should Bidders wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Bidder a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Bidders" within any message issued or on the front page of any document and by marking each relevant page of the document

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as "commercially confidential", and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.

2.5.6. If the Council considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must respond in writing requesting that either the query be withdrawn or treated as not confidential.

2.5.7. It is imperative that Bidders are clear in every request for information/question submitted to the Council the extent to which that request/question is commercially sensitive and/or confidential. Any statement requesting that the response to the request/question is to be kept confidential should be well constructed, thought out and meaningful and not simply a broad statement that covers matters clearly in the public domain or not commercially sensitive.

2.5.8. Where a request for information or question is commercially sensitive or confidential but the point is of general application, a sanitised version of the question and answer may be circulated.

2.5.9. Any questions and requests for clarification or further information must be submitted to the Council in accordance with this ITT by the date and time identified in the table at the start of this document.

2.5.10. Information will be added to ProContract throughout the procurement process as necessary. Bidders will be informed through notifications from the ProContract system whenever new or updated documents are added to the system.

2.5.11. It is the Bidder's responsibility to keep its contact details on ProContract up to date or they will be unable to receive communications from the Council.

2.6. Submission of Bids

2.6.1. Bids shall be submitted in accordance with Section 4 of this ITT.

2.7. Selection Criteria

2.7.1. Bidders are required to complete and submit the SQ alongside their ITT responses (i.e. by the deadline for Bid submissions) as set out in the Tender Response – Part A – Questionnaire. Bidders' SQ submissions will be evaluated prior to evaluation of ITT responses.

2.7.2. Details of the approach to be taken to the evaluation of SQ submissions are contained in Section 5 of this document. Bidders should read this section before completing the SQ.

2.8. Award Criteria and Evaluation Questions

2.8.1. Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. The Council reserves the right to score the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to

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each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.

2.8.2. Answers should contain information to evidence and demonstrate what and how you intend to deliver the Supply Requirement subject of this ITT.

2.8.3. Bidders' answers to the questions are limited in respect of the number of pages that may be used in responding to a question as set out in Tender Response – Part D Quality Evaluation.

2.8.4. Answers that exceed this page limit will be cropped at the page limit for the question (excess pages and words over the page limit will not be assessed or evaluated).

2.9. **Scoring Information**

2.9.1. In relation to the Quality criteria and sub-criteria, each question will be scored in accordance with the scoring scale set out in Section 5 of this document.

2.10. **Price**

2.10.1. The Bidders' price will be calculated and weighted in accordance with the instructions detailed in Section 5. The price element of the Bid will be scored and will contribute to the overall score for the Bid. The Council seeks a fully costed and transparent contract price.

2.11. **Financial References and Bid Verification**

2.11.1. At its discretion, the Council may also undertake financial checks and request financial and/or technical references at any stage of the procurement process

2.12. **Award Announcement and Preferred Bidder Status**

2.12.1. Following submission of the Bids, and after any clarification questions that may be required, the Council may select a Preferred Bidder(s) on the basis of applying the Evaluation Criteria.

2.12.2. Where selecting a Preferred Bidder(s), there may be further engagement in order to ensure that the successful Bidder's solution is reflected and codified into the contractual documentation.

2.12.3. Contract Award is subject to the formal approval process of the Council. Until all of the necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.

2.12.4. The Council will notify all Bidders of the outcome of the procurement through ProContract. Bidders must not contact the Council to find out the outcome before such notification is issued.

2.13. **Acceptance of Bids**

2.13.1. No Bid is deemed accepted until the contract and any associated contractual documents have been duly signed on behalf of the Council. Only the terms of any written contract which is finally agreed and signed for and on behalf of the relevant parties which is duly declared unconditional will have any contractual effect.

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2.13.2. The Invitation to Tender, the Contract terms or the Contract Specification **will not** be subject to negotiation.

2.14. Presentations, Site Visits and Pre-Contract Meetings

2.14.1. Following submission of bids and during the clarification stage, the Council reserves the right to require each Bidder to provide a presentation and question and answer session for its Tender to the Council in order to illustrate and clarify the Tender. Details of any presentation and the areas to be covered in the question and answer session shall be communicated to the Bidders in due course, if required.

2.14.2. The Council may also request a Site visit. Again, details of this will be confirmed to the Bidders in due course.

2.14.3. Prior to award of contract you may be required to attend a pre-contract meeting at preferred-bidder status to discuss the practical details of operating the contract.

2.14.4. Any presentation, bid clarification, site visits and / or pre-contract meeting will not be scored in their own right (unless this is stated within the Evaluation Process), but may where relevant be taken into account in determining the final evaluation scores.

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Section 3 - Conditions for Biding

3.1. **Notes for Completion**

3.1.1. Any information and/or documents submitted in response to this ITT must relate to the Bidder only. The Bidder must be the organisation (unless applying on behalf of a consortium) which will enter into any proposed formal contract with the Council if successful at the end of the competitive exercise.

3.2. **Confidentiality**

3.2.1. The ITT and all the associated Procurement Documents are being made available by the Council on condition that:

3.2.1.1. Bidders shall not disclose, copy, reproduce, distribute or pass the ITT and the Procurement Documents to any other person at any time or permit the occurrence of any of the forgoing;

3.2.1.2. Bidders shall not use the ITT and the Procurement Documents for any purpose other than for the purposes of preparing (or deciding whether to prepare) a Tender;

3.2.1.3. Bidders shall comply with the provisions of paragraph 3.14 (Publicity) below which contains restrictions on publicity activity within any section of the media or similar; and

3.2.1.4. Bidders shall ensure that each member of the Suppliers team who receives any of the ITT information and the Procurement Documents is made aware of, and complies with, the provisions of this paragraph as if they were a Bidder.

3.2.2. Bidders may disclose, distribute or pass the ITT and the Procurement Documents to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers to the Bidder) if either:

3.2.2.1. this is done for the sole purpose of enabling a Bid to be prepared and the person receiving the ITT and the Procurement Documents undertakes in writing to keep the ITT and the Procurement Documents confidential on the same terms as set out in this ITT; or

3.2.2.2. the Bidder obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the ITT and the Procurement Documents.

3.2.3. If a Bidder is unable or unwilling to comply with the requirements outlined in 3.2 or decides that to withdraw from the procurement process it must immediately notify the Council of this, return all Confidential Information to the Council and not retain any electronic or paper copies of it.

3.2.4. The Council may disclose detailed information relating to the Bids to the Council's members, directors, officers, employees, agents, advisers or auditors and the Council may make the documents relating to the Bids available for private inspection by such persons.

3.2.5. The Council will act reasonably as regards the protection of commercially sensitive information relating to the Bid, subject to the Council's duties under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004. The Council may also disclose ITT information to its officers, employees, agents or

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partners for the purposes of conducting this procurement exercise and subsequent contract management.

3.3. **Freedom of Information Act 2000 (FoIA) and Environmental Information Regulations 2004 (EIR)**

3.3.1. The Council may disclose Bid information to its officers, employees, agents or partners for the purposes of conducting this competitive exercise and subsequent contract management.

3.3.2. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the "FoIA") and/or the Environmental Information Regulations 2004 (the “EIR”), the Council may be required to disclose information submitted by a Bidder in response to a request made pursuant to the FoIA or EIR.

3.3.3. If a Bidder considers that any of the information included in its response to the ITT is commercially sensitive and/or confidential, the Bidder should clearly identify it by highlighting specific text, figures and diagrams etc., and detail:

3.3.3.1. (in broad terms) what harm may result from disclosure if a request is received; and

3.3.3.2. the time period applicable to that commercial sensitivity.

3.3.4. The use of blanket protective markings such as ‘commercial in confidence’ will not be acceptable. In addition, marking any material as confidential or equivalent should not be taken to mean that the Council accepts any duty of confidentiality by virtue of such marking.

3.3.5. Please note that even where Bidders have indicated that information is commercially sensitive and/or confidential the Council may be required to disclose it under the FoIA and/or EIR if a relevant request for information is received.

3.3.6. The Council considers the Code of Practice issued under section 45 of the FoIA and the Code of Practice issued Under Regulation 16 of the EIR when dealing with requests for information. Where it is deemed appropriate, the Council may ask Bidders for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FoIA and/or the EIR, the Council must comply with a strict timetable and the Council would, therefore, expect a timely response to any consultation within two working days.

3.3.7. The decision as to which, and to what extent, information will be disclosed is reserved to the Council, notwithstanding any reasonable consultation with Bidders.

3.3.8. By submitting an ITT response the Bidder agrees to this information being securely held by the Council.

3.4. **Procurement Information**

3.4.1. The Council reserves the right to:

3.4.1.1. provide information about the winning Bid to unsuccessful Bidders as part of debriefing (including but not limited to the financial or price score of the successful Bidder);

3.5. **Public Rights of Audit**

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3.5.1. The Local Audit and Accountability Act 2014 abolished the Audit Commission and the Accounts and Audit Regulations 2015 established new arrangements for the audit and accountability of local public bodies in England. Section 3 of the 2014 Act requires a relevant authority to keep adequate accounting records and to prepare a statement of accounts. Section 25 requires a relevant authority to make various documents available for inspection to local electors. The Council's records include contracts that the Council has with its suppliers. Bidders should note that any contract awarded at the conclusion of this procurement may be disclosed to a member of the public during the audit period.

3.5.2. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 2018 or General Data Protection Regulations and any information likely to prejudice commercial interests or other material which falls within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

3.6. **Accuracy of Information**

3.6.1. The ITT and the Procurement Documents have been prepared by the Council in good faith but do not purport to be comprehensive or to have been independently verified and the Council does not make any representation or warranty as to the accuracy or completeness of the ITT and Procurement Documents, or the reasonableness of the assumptions on which it may be based. Bidders should not rely on the information contained in the ITT and the Procurement Documents and should carry out their own due diligence checks and verify the accuracy of the information contained in the ITT and the Procurement Documents. Nothing in this ITT and the Procurement Documents is, or should be construed as, a promise or representation as to the future.

3.6.2. Bidders considering entering into a contractual relationship with the Council should make their own enquiries and investigations of the Council's requirements beforehand. The subject matter of this ITT and the Procurement Documents shall only have contractual effect when it is contained in the express terms of the executed contract.

3.6.3. None of the Council's members, directors, officers, employees, agents or advisers make any representation or warranty (express or implied) as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the ITT and the Procurement Documents or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on the ITT and the Procurement Documents or any part of it).

3.7. **Changes to Consortia**

3.7.1. The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this procurement process unless the Council's prior consent has been given, and subject to:

3.7.1.1. any replacement Consortium Member being satisfactorily selected by the Council; and

3.7.1.2. any other condition which the Council may specify having been met.

3.7.2. The Council reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

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3.7.3. The Council reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

3.8. **Sub-contracting arrangements**

3.8.1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, section 1.2(b)(ii) of the SQ (Tender Response Document Part A) must be fully completed providing details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

3.8.2. The Council recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Council indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the procurement process or to deliver the Supply Requirement. Bidders should therefore notify the Council immediately of any change in the proposed sub-contractor arrangements. the Council reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

3.9. **Bidder Due Diligence and Warranties**

3.9.1. In submitting its Bid, the Bidder warrants, represents and undertakes to the Council that:

3.9.1.1. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder, its staff, agents or advisers in connection with or arising out of the ITT and/or the Procurement Documents are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the Bid;

3.9.1.2. it has made its own investigations and undertaken its own research and due diligence (and relied on its own knowledge and expertise) and has satisfied itself in respect of all matters (whether actual or contingent) relating to the ITT and the Procurement Documents and that it has not submitted its Bid in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council (save in respect of any information which is expressly warranted by the Council under the terms of the final contract); and

3.9.1.3. it has full power and authority to respond to this ITT and the Procurement Documents and to perform the obligations in relation to this Supply Requirement and will, if requested, produce evidence of such to the Council's reasonable satisfaction.

3.9.2. Where there is a change to the information provided to the Council at any time the Bidder must advise the Council as soon as practicable, even if this is after the date of submitting Bids and disclose such changes in full.

3.9.3. Bidders shall be responsible for ensuring that their Bids comply with the requirements set out in this ITT and the Procurement Documents.

3.10. **Conflicts**

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3.10.1. The Council is concerned to effectively prevent, identify, and remedy any conflicts of interest arising in the conduct of procurement procedures so as to avoid any distortion of competition and to ensure equal treatment of all competitors throughout the procurement process.

3.10.2. Bidders are therefore advised to review carefully the prior or current involvement of the Bidder with the Council (including any staff member or service provider of the Council involved in the conduct of this procurement procedure) and to contact the Council in accordance with the procurement timetable prior to submission of a Bid to declare actual or potential conflicts they have identified.

3.10.3. Bidders should note that the Council reserves the right to disqualify Bidders where there is a conflict of interest which cannot be remedied to the Council's satisfaction.

3.10.4. Bidders should also note that the Council may assume that a Bidder does not possess the required professional abilities where the Council has established that the economic operator has conflicting interests which may negatively affect the performance of the contract and the Council reserves the right to take this into account in the evaluation of SQ submissions received.

3.11. **Canvassing**

3.11.1. The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Bidder or a member of the Bidder's Team may attract) any Bidder or member of the Bidder's team who, in connection with this ITT or any Procurement Documents:

3.11.1.1. offers, gives or agrees to give to any person any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT or any Procurement Documents;

3.11.1.2. does anything which would constitute a breach of the Bribery Act 2010;

3.11.1.3. canvasses any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT or any Procurement Documents; or

3.11.1.4. contacts any officer of the Council prior to Contract Close about any aspect of the ITT or any Procurement Documents in a manner not permitted by this ITT (including, without limitation, contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer) or any Associated Document.

3.11.2. Bidders are required to complete the Form of Tender and Anti-Collusion Certificate contained within the Procurement Documents confirming that none of the matters set out above applies when submitting their Bid.

3.12. **Non-Collusion**

3.12.1. The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this ITT or any Procurement Documents:

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3.12.1.1. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder or member of the Bidder's team (other than a member of its own consortium or supply chain);

3.12.1.2. enters into any agreement or arrangement with any other Bidder or member of the Bidder's team to the effect that he shall refrain from submitting a Bid or as to the amount of any Bid to be submitted;

3.12.1.3. causes or induces any person to enter such agreement as is mentioned in this document or to inform the Bidder or member of the Bidder's team of the amount or approximate amount of any rival Bid;

3.12.1.4. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid for the Supply Requirement or any act or omission; or

3.12.1.5. communicates to any person other than the Council the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid).

3.12.2. Bidders are required to complete the Form of Tender and Anti-Collusion Certificate contained within the Procurement Documents confirming that none of the matters set out above applies when submitting their Bid.

3.13. **Intellectual Property**

3.13.1. The copyright in this ITT and the Procurement Documents is vested in the Council. This ITT and the Procurement Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Council except in relation to the preparation of a Bid. All documentation supplied by the Council in relation to this ITT and the Procurement Documents is and shall remain the property of the Council and must be returned on demand, without any copies being retained.

3.13.2. The Council reserves the right to require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any Bid resulting in the award of contracts.

3.14. **Publicity**

3.14.1. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after Contract Close, any publicity activity with any section of the media in relation to the Supply Requirement other than with the express prior written agreement of Council. Such agreement shall extend to the content of any publicity. In this section the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

3.14.2. All media enquiries are to be directed to the Council and Bidders shall not make any press statement or speak to any member of the print or broadcast media in connection with their Bid or the Supply Requirement without first obtaining the Council's written consent.

3.15. **Liability of the Council and its advisers**

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3.15.1. In the Procurement Documents, "the Council" includes all or any of the Council and its members, officers and advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.

3.15.2. The Procurement Documents have been prepared by and on behalf of the Council for the purposes of:

3.15.2.1. providing an application procedure for individuals or organisations interested in submitting a Bid for the Supply Requirement; and

3.15.2.2. to assist persons interested in submitting a Bid for the Supply Requirement in making their own evaluation of the potential opportunity.

3.15.3. The Procurement Documents are intended only to provide a background explanation of the Supply Requirement and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Council. The Procurement Documents do not purport to have been independently verified. The Procurement Documents should not be relied on as an investment recommendation of the Supply Requirement made by the Council to Bidders.

3.15.4. The Council and its advisers:

3.15.4.1. do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Procurement Documents provided. Any persons considering entering into a contractual relationship with the Council should make their own investigations and independent assessment of the Council and its requirements for this Supply Requirement and should seek their own professional technical, financial and legal advice; and

3.15.4.2. exclude all liability for any loss or damage whether caused by contract, tort (including negligence), misrepresentation or otherwise (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Procurement Documents and/or arising as a result of reliance on the information in the Procurement Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.

3.15.5. Only the express terms of any written contract relating to the Supply Requirement (as and when it is entered into) shall have any contractual effect in connection with this procurement process.

3.15.6. The publication of the Procurement Documents in no way commits the Council to award any contract to deliver the Supply Requirement. The Council reserves the right to vary or change all or any part of the procedures for the procurement process at any time or not to proceed with the Supply Requirement for any reason.

3.15.7. For the purposes of the Supply Requirement and the procurement process, all advisers referred to in this document are acting exclusively as the advisers to the Council and will not be responsible or owe any duty of care to anyone other than the Council.

3.16. **Council's Right to Vary the Process**

3.16.1. The Council reserves the right to:

3.16.1.1. cancel the selection and evaluation process at any time; and/or

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3.16.1.2. require a Bidder to clarify or amplify its submission in writing and/or provide additional or updated information at any time during the tendering process (failure to respond adequately may result in the Bidder not qualifying or being disqualified); and/ or

3.16.1.3. permit a Bidder to correct or amplify its submission in writing; and/or

3.16.1.4. vary or change all or any part of the procedures or requirements for this procurement process at any time.

3.17. **Council Right to Reject or Abandon**

3.17.1. The Council reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the procurement process where a Bid is submitted late.

3.17.2. The Council reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the procurement process where:

3.17.2.1. a Bid is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to the relevant Bidder;

3.17.2.2. the Bidder provides any inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;

3.17.2.3. the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contract Regulations 2015 at any stage during the Bid process;

3.17.2.4. the Bidder and/or any of its Consortium Members are guilty of serious misrepresentation in the procurement process (including but not limited to the SQ selection process);

3.17.2.5. there is a change in identity, control, financial standing, structure other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members;

3.17.2.6. the Bidder and/or its Consortium Members contravenes any of the terms and conditions of this ITT or any Procurement Documents;

3.17.2.7. the Bidder introduced a material change to any aspect of its Bid;

3.17.2.8. the Bidder breaches the terms and conditions of use for ProContract;

3.17.2.9. the Bidder fails to meet a pass threshold as set out in the Evaluation Criteria; or

3.17.2.10. Bids or offers by Bidders are made subject to additional or alternative conditions.

3.17.3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Council may exclude that Bidder from further consideration pre-contract award. In the event of such an eventuality post contract award, the Council reserves the right to terminate the Contract.

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3.17.4. The disqualification 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.

3.17.5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:

3.17.5.1. establishing the absence of grounds for under Regulation 57 of the Public Contracts Regulations 2015; and/or

3.17.5.2. establishing whether the Bidder meets (or continues to meet) the relevant SQ selection criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or

3.17.5.3. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.

3.17.6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:

3.17.6.1. establishing the absence of grounds for exclusions under Regulation 57 of the Public Contracts Regulations 2015; and/or

3.17.6.2. establishing the continued fulfilment of the selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

3.18. **Provision of further information from Bidders prior to making a Bid**

3.18.1. The Council is relying on the information provided by Bidders during the procurement process (including but not limited to Bids). If, at any time during this procurement process there are any material changes to that information, the Bidder must advise the Council as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Council shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

3.19. **Bidding Process and Costs**

3.19.1. The Council reserves the right at any time:

3.19.1.1. to require a Bidder and/or its Consortium Members to clarify their Bids(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or

3.19.1.2. not to consider Bids other than those specified and submitted in accordance with the terms of this ITT and/or the Procurement Documents; and/or

3.19.1.3. to issue amendments or modifications to the ITT and/or the Procurement Documents during the procurement process; and/or

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3.19.1.4. to seek clarification of any aspect of a Bid (failure to respond adequately may result in a Bid being rejected); and/or

3.19.1.5. to alter the timetable of any aspect of the procurement including (but not limited to) the anticipated date of Contract Close; and/or

3.19.1.6. to accept any Bid in whole or in part; and/or

3.19.1.7. not to award a contract; and/or

3.19.1.8. to cancel or withdraw from the procurement process at any stage.

3.19.2. All Bidders are solely responsible for their costs and expenses incurred in connection with participating in all stages of the procurement process including (but not limited to) the preparation and submission of the SQ responses and Bids. Under no circumstances will the Council (or any of its advisers) be liable for any costs or expenses borne by the Bidder (or any of its advisers) in this process.

3.19.3. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Bidder to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Bidder can meet the specified requirements (such as the questions in section 6 of the SQ relating to Technical and Professional Ability) the Council may choose to obtain such evidence after the final Bid evaluation decision (i.e. from the successful Bidder only).

3.19.4. the Council reserves the right to provide information about the successful Bid(s) to unsuccessful Bidders as part of debriefing obligations arising in the conduct of the competition (including but not limited to the financial or price score of the successful Bid).

3.20. **Abnormally Low Bids**

3.20.1. Where the Council receives a Bid which is abnormally low, it will require the Bidder to explain in writing the price or cost proposed in the bid. The Council will assess the information provided by the Bidder and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

3.21. **Fraud**

3.21.1. Effective anti-fraud and control measures are a key element of good administration to protect public funding. Both Bidders and sub-contractors are expected to have in place systems and processes that seek to prevent fraud and ensure that it will be detected and reported on promptly if it does occur.

3.22. **Variants**

3.22.1. Variants / variant tenders are not permitted and will be rejected.

3.23. **Additional Terms and Conditions**

3.23.1. In addition to the Terms and Conditions which are attached as a separate document, the following mentioned below also apply:

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3.23.1.1. **Publication of Spend**

3.23.1.1.1. The Bidder is advised that local authorities are required by the Government to publish details of all spending over £500, including details of contracts and Bids over £5,000.

3.23.1.1.2. The Bidder is advised that the Council may therefore publish details (to the extent and in the manner required by the Government) of the procurement process and any contract awarded

3.23.1.1.3. The Bidder must comply with any reasonable request from the Council in order to assist the Council in complying with its obligations in respect of this requirement.

3.24. **Transfer of Undertakings (Protection of Employment) (TUPE)**

3.24.1. The Council does not believe that TUPE is applicable to this contract opportunity however Tenderers must satisfy themselves on any liability under TUPE.

3.24.2. The application of TUPE will always be a matter of fact based on the individual circumstances of the particular transfer and Bidders should seek their own legal advice.

Section 4 – Submission Requirements

4.1. **Submission Requirements**

4.1.1. The Council will reject Bids delivered after the date and time specified in the deadline. Please see section 1.7 of this ITT.

4.1.2. The Council reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.

4.1.3. Where forms require signing either by the organisation or a third party (e.g. a bank, Council, or insurer), electronically completed versions are acceptable for Bid purposes, although fully signed hard copies of any relevant forms will be required prior to Contract close.

4.1.4. Each Bidder has access to a dedicated area on ProContract to allow them to upload their Bid. The submitted data cannot be accessed by any other Bidder.

4.1.5. It is the Bidder's sole responsibility to ensure that its Bid is correctly and properly loaded onto ProContract by the closing date and time stipulated on the system. ProContract records all attempts to upload information and is fully auditable in the event that a Bidder seeks to allege ProContract delays for a late submission (which, for the avoidance of doubt, the Council is not obliged to take into account). Note that you must upload your documents and then submit your documents. Note that if you upload your documents but fail to "Submit" them then the Council will not receive them.

4.1.6. Do not make any changes to the text, formatting or numbering of the Bid Response Documents supplied to you except insofar as you are completing response fields. Tender Response Documents will be evaluated on the basis that no changes have been made.

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4.2. Content of Bids

4.2.1. The Procurement Documents have been structured in order for organisations to quickly identify whether they are able to deliver the requirements for the contract being procured.

4.2.2. Bidders should review the specification and Procurement Documents to fully understand the Council's requirements.

4.2.3. Bids must be provided in a typed A4 format. Any drawings must be no larger than A1. The electronic file(s) submitted should be readable with Microsoft Office 365 or Adobe Reader. The Council will make reasonable endeavours to open Bidder's file(s), however in the event it cannot open the file(s), the Bid may be rejected.

4.2.4. All prices submitted are to be presented in Pounds Sterling, exclusive of VAT.

4.2.5. Bidders must enter Bid prices in the form specified in the ITT. This must include the total price for the Supply Requirement, including all costs relating to the provision of the procurement. The Bid prices must be inclusive of all costs.

4.2.6. The Bidder should ensure that they are silent on their Bid price throughout their Bid documents, except within the Tender Response – Part C document. Bidders should not refer to any sum or part sum submitted in any other part of their Bid submission.

4.2.7. Bidders responses shall be prepared and submitted as a stand-alone submission, be clearly labelled and numbered and shall not cross refer to any separate information.

4.2.8. The Bidder shall provide a full stand-alone answer/mark-up of each document (and not cross-refer to other documents or sections of the submission (unless expressly permitted)) and provide all supporting information in the format requested and, on the forms, provided.

4.2.9. The Bidder shall ensure that each document complies with any page limitations, has a clear title and that each page contains the name of the Bidder and the page number.

4.2.10. The Bidder should not combine the Tender Response Documents into a single PDF or alternative single format document. Failure to observe this instruction may result in your submission being rejected at the Council's discretion.

4.2.11. Bidders may elect to submit a European Single Procurement Document (ESPD) as part of their response to confirm that they meet the SQ requirements as stated in Tender Response – Part A. Suppliers who elect to submit an ESPD as part of their response are asked to still respond to the project specific requirements as stated in Section 8 of the Tender Response – Part A document when submitting a Bid.

4.2.12. Failure to submit any of the documentation requested may mean that the Bid is deemed invalid.

4.2.13. Please do not refer the Council to company literature, brochures or any marketing or promotional material as answers to any of the questions unless it is specifically requested by the Council.

4.2.14. Each Bid shall be as concise as possible, whilst providing sufficient information to enable the Council to evaluate the Bid in accordance with this ITT.

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4.2.15. All answers are to be in English. Documents which are not in the English language must be accompanied by an English translation and a certificate by a bona fide independent translator attesting the authenticity of the translation.

4.2.16. Where there has been any change in any information submitted to the Council at any subsequent time, such changes must be disclosed in full and clearly set out.

4.2.17. Each Bid will be regarded as commercially unconditional and capable of acceptance. The Council will not accept a Bid that remains subject to further due diligence. Bidders must therefore ensure all comments raised by their legal, insurance, technical, financial advisors and funders are fully incorporated into their response.

4.3. **Validity Period**

4.3.1. Bids must remain open for acceptance for a period of six months from the Bid return date.

4.4. **Bid documentation**

4.4.1. The Tender Response Checklist document is for the purposes of allowing Bidders to identify that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

4.5. **Return of Bid documentation**

4.5.1. When submitting a response, Bidders must first complete the document Tender Response – Part A – Questionnaire which sets out the mandatory operational and legal requirements which Bidders must meet in order to be considered for inclusion. All sections within Part A must be completed. The Bidder and any other organisations that have been outlined in the bidding model must ensure that they do not meet any of the grounds for exclusion outlined, if you do, please do not proceed further with the ITT as your application will be rejected.

4.5.2. You may contact the Council for advice through ProContract if you are unsure if your company meets the exclusion grounds outlined in 'Tender Response – Part A – Questionnaire' prior to the submission deadline and in accordance with the procurement timetable.

4.5.3. As well as Part A, the documents that need to be completed and submitted as part of your Bid response are:

4.5.3.1. 'Tender Response – Part B – Form of Tender and Anti-Collusion Certificate'. Please ensure that you complete and sign the document. Please note that an electronically scanned signature will be sufficient.

4.5.3.2. 'Tender Response – Part C – Pricing Evaluation' to submit your pricing for this requirement.

4.5.3.3. 'Tender Response – Part D – Quality Evaluation' to submit your response for the quality evaluation. Please follow the instructions within the document on how to respond to the quality evaluation criteria for this requirement and provide all documentation as required.

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Section 5 – The Evaluation Process

5.1. **Introduction**

5.1.1. This document sets out the evaluation criteria which will be used to score and rank the submitted Bid documents and how each of these criteria will be assessed and scored. The contract will be awarded to the Most Economically Advantageous Tender, determined in accordance with this Evaluation Methodology.

5.1.2. The assessment of the Bid will be undertaken by way of a three-stage process;

5.1.2.1. **Stage 1 – Preliminary Compliance Check** as per Section 5.2, below;
5.1.2.2. **Stage 2 – Evaluation of Bidders' responses to the selection questions in the SQ** (Tender Response – Part A – Selection Questionnaire (SQ)) have been met as per Section 5.3, below and
Stage 3 – Detailed Evaluation in accordance with Section 5.4.

5.1.2.3. Please note, all examples in this document are provided only for the purposes of illustrating the application of the scoring mechanisms described.

5.2. **Stage 1 – Preliminary Compliance Check**

5.2.1. Prior to carrying out the Detailed Evaluation of Bids the Council will conduct a preliminary check.

5.2.2. Bid submissions are required to meet the following Preliminary Compliance Check requirements:

5.2.2.1. the Bid has been submitted on time and meets the Council's submission requirements/instructions which have been notified to Bidders;

5.2.2.2. the Bid is capable of being evaluated as an entire solution and does not simply contain a pick-and-mix of alternatives or options so that the Council must construct its own solution from a menu;

5.2.3. The Council reserves the right to reject and not consider any Bid which fails to meet the required standard as per the Preliminary Compliance Check stage (above).

5.3. **Stage 2 – Evaluation of Bidders' responses to the selection questions in the SQ (Tender Response – Part A)**

5.3.1. Following completion of Stage 1 (Preliminary Compliance Check) the Council intends to review the SQ responses provided by Bidders and evaluate those responses using the selection stage criteria and weightings and following the methodology set out in this section of this document.

5.3.2. In completing their Tender Response – Part A (SQ) submissions, Bidders should not assume that the Council has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating SQ submissions, the Council will only consider information provided in response to this SQ (which may include customer references sought regarding the contracts included in section 6 responses of Part B of the Tender Response – Part A document).

5.3.3. Notwithstanding paragraph 5.3.2 above, the Council may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing

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services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's SQ submission is false, misleading or inaccurate.

5.3.4. The Council will consider the information in Parts 1 and 2 of the SQ submission. The Council will exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 2 of the SQ and may exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 3 of the SQ. The decision to exclude Bidders in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by Bidders demonstrating the reliability of the Bidder despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.

5.3.5. The Council will then assess SQ submission responses to ascertain that its minimum Pass/Fail compliance requirements have been met. The Pass/Fail criteria applicable to Part 3 of the SQ submission is set out in the Pass/Fail Criteria Matrix below:

Pass/Fail Criteria Matrix			
Level 1 Criteria	**Level 2 Criteria Question No.**	**Level 2 Criteria**	**Available Scores**
Section 4 - Economic and Financial Standing	4.1	Demonstration of Economic and Financial Standing	Pass or Fail
	4.2	Minimum Requirements of Economic and Financial Standing	Pass or Fail
Section 6 - Technical and Professional Ability	6.1	Technical and Professional Ability – Relevant Experience and Contract Examples	Pass or Fail
	6.2	Technical and Professional Ability – Sub-Contractors	Pass or Fail
	6.3	Technical and Professional Ability – No examples	Pass or Fail
Section 7 – Modern Slavery	7.1	Modern Slavery Act 2015 – Confirmation on Application	Pass or Fail
	7.2	Modern Slavery Act 2015 – Compliance with Reporting Requirements	Pass or Fail
Section 8 - Additional Questions	8.1a	Insurance	Pass or Fail
	8.2a	Project Specific Mandatory Requirement – Not Used	
	8.3a	Economic and Financial Standing – Annual Turnover	For Information
	8.3b	Economic and Financial Standing – Financial Status and Ability of Supplier	Pass or Fail
	8.3c	Economic and Financial Standing – Performance Bond	Pass or Fail
	8.4a	Electronic Ordering and Invoicing	Pass or Fail
	8.5a	Information Governance and Information Security	Pass or Fail
	8.6a	Compliance with Equality Legislation – Positive Equality Duties	Pass or Fail
	8.6b	Compliance with Equality Legislation – Unlawful Discrimination	Pass or Fail
	8.6c	Compliance with Equality Legislation – Equality and Human Rights Commission	Pass or Fail
	8.6d	Compliance with Equality Legislation – Sub Contractors	Pass or Fail

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Pass/Fail Criteria Matrix			
Level 1 Criteria	**Level 2 Criteria Question No.**	**Level 2 Criteria**	**Available Scores**
	8.7a	Environmental Management – Environmental Legislation	Pass or Fail
	8.7b	Environmental Management – Sub Contractors	Pass or Fail
	8.8a	Health and Safety – Policy	Pass or Fail
	8.8b	Health and Safety – Enforcement/Remedial Orders	Pass or Fail
	8.8c	Health and Safety – Sub Contractors	Pass or Fail

5.3.6. **Economic and Financial Standing Evaluation Methodology – Section 4 of the SQ**

5.3.6.1. For the purposes of the Economic and Financial Standing evaluation, the following terms will have the meanings set out below:

Definitions	
Bidder	The bidder (or potential bidder) applying to compete for the award of the opportunity. For the avoidance of doubt, a Supplier may be: (i) An individual organisation; or (ii) A Consortium
Consortium	A group of organisations coming together to form a bidding entity (which may include partners and/or a lead contractor with subcontractors)
Consortium Member	A member organisation of a Consortium

5.3.6.2. The Council will be applying the Economic and Financial standing pass/fail evaluation as below.

5.3.6.3. Where the Bidder is a sole bidding organisation then that organisation will need to satisfy the pass/fail Minimum Requirements set out below in paragraph 5.3.6.9.1, below. The sole bidding organisation Bidder (if unable to meet the Minimum Requirements) is able to rely on the Economic and Financial standing of a parent company (or other organisation) subject to paragraph 5.3.6.5 and 5.3.6.6.

5.3.6.4. Where the Bidder is a Consortium then at least one Consortium Member responsible for entering into the arrangements will need to satisfy the relevant financial standing test. Where no Consortium Members are unable to meet the minimum requirements, the consortium are able to rely on the Economic and

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Financial standing of a parent company (or other organisation) subject to paragraph 5.3.6.5 and 5.3.6.6.

5.3.6.5. Where the Bidder is seeking to rely on the economic and financial standing of a parent company (or other organisation) to satisfy the pass/fail test(s) then the Bidder should state this explicitly; provide a letter of commitment from the parent company (or other organisation) to provide a guarantee; additionally provide the financial information (either 4.1(a), 4.1(b) or 4.1(c)) in respect of the guarantor and also complete question 5.1 to 5.3 of Part 3 of the SQ. In such cases, reliance on the other body to satisfy this test will be subject to providing a guarantee which is satisfactory to the Council.

5.3.6.6. The Council reserves the right to reject a Bidder that seeks to rely on the financial standing of a parent company (or another organisation) but fails to provide the information required in 5.3.6.5 above.

5.3.6.7. Where a Bidder relies on the capacity of other entities with regard to criteria relating to the assessment of Economic and Financial standing, the Council reserves the right to require the Bidder and those entities to be jointly liable for the execution of the contract.

5.3.6.8. The financial information requested and submitted in response to Question 4.1 (Economic and Financial Standing (Financial Information)) will be evaluated and assessed by the Council in the following way:

Provision of accounts for 4.1
In the case of a sole bidding organisation it must provide the information required in either 4.1(a), 4.1(b) or 4.1(c). or In the case of a Consortium, the Consortium Members proposed must **each** provide the information required in either 4.1(a), 4.1(b) or 4.1(c). *The Council reserves the right to reject a Bidder who fails to provide the information required in Question 4.1 in accordance with the above.*

5.3.6.9. The financial information requested and submitted in response to Question 4.1 (Economic and Financial Standing) of the SQ will be evaluated and assessed by the Council in the following way:

5.3.6.9.1. **Minimum Annual Turnover Requirement ("the Minimum Requirements")**

5.3.6.9.2. **Not Used**

5.3.6.10. **Methodology for Technical and Professional Ability – Section 6 of the SQ**

5.3.6.10.1. The responses to Questions 6.1 to 6.3 of the SQ will be evaluated and assessed by the Council in the following way:

Evaluation Criteria for 6.1

READ ONLY

Bidder provide details of three contracts from the last 3 years that are relevant to the Council's requirements.	PASS
Bidder does not provide details of three contracts from the last 3 years and / or the contracts are not relevant to the Council's requirements and does not meet the pass criteria outlined in Evaluation Criteria for 6.3.	FAIL

Evaluation Criteria for 6.2 (Applicable only to Bidders intending to sub-contract a proportion of the contract)	
Bidder demonstrates previously maintained healthy supply chains with their sub-contractors. *Healthy is where the bidder can demonstrate that their supply chains were treated in accordance with all required legislation and demonstrate working with sub-contracts with integrity and in a fair and responsible manner.*	PASS
Bidder does not demonstrate previously maintained healthy supply chains with their sub-contractors of previously maintained healthy supply chains. *Healthy is where the bidder can demonstrate that their supply chains were treated in accordance with all required legislation and demonstrate working with sub-contracts with integrity and in a fair and responsible manner.*	FAIL

Evaluation Criteria for 6.3 (Applicable only to Bidders who can not provide three examples in Evaluation Criteria 6.1)	
Bidder explains effectively the reasons for not being able to provide the three contract examples requested in question 6.1 or has delivered the Supply Requirements of a similar nature covering a scope in terms of complexity and value as set out in the Specification in the past	PASS
Bidder is unable to provide justification for not being able to provide the 3 contract examples requested in question 6.1 or has not delivered the Supply Requirements of a similar nature covering a scope in terms of complexity and value as set out in the Specification	FAIL

5.3.6.11. **Methodology for Modern Slavery Act 2015 - Section 7 of the SQ**

5.3.6.11.1. The responses to Questions 7.1 and 7.2 of the SQ will be evaluated and assessed by the Council in the following way:

Evaluation Criteria for 7.1	
Bidder provides a response by selecting "Yes" or "No".	PASS
Bidder fails to provide a response to Question 7.1	FAIL

Evaluation Criteria for 7.2 (Applicable only to Bidders who confirm they are a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act"))

READ ONLY

Bidder has responded “Yes” to 7.1 and confirms they are compliant with the annual reporting requirements contained within Section 54 of the Act 2015 or responds with “No” but provides an explanation to the reasonable satisfaction of the Council.	PASS
Bidder has responded “Yes” to 7.1 but does not confirm they are compliant with the annual reporting requirements contained within Section 54 of the Act 2015 or does not provide an explanation to the reasonable satisfaction of the Council.	FAIL

5.3.6.12. **Methodology for Additional Questions – Section 8 of the SQ**

5.3.6.12.1. The responses to Questions 8.1 to 8.8 of the SQ will be evaluated and assessed by the Council in the following way:

Evaluation Criteria for 8.1	
Bidder responds with “Yes” and confirms they already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated in 8.1	PASS
Bidder confirms that they do not already have, or cannot commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated	FAIL

Evaluation Criteria for 8.2a	
Bidder responds with “Yes” and confirms - Not Needed	
Bidder does not confirm that - Not Needed	

Evaluation Criteria for 8.3b	
Bidder responds with “Yes” and confirms they have read and understood the text	PASS
Bidder does not confirm that they have read and understood the text	FAIL

Evaluation Criteria for 8.4a	
Bidder responds with “Yes” and confirms that they are willing to work with the Council with regards to Electronic Ordering and Invoicing and as a minimum will receive electronic Purchase Orders and invoice the Council electronically	PASS
Bidder does not confirm that they are willing to work with the Council with regards to Electronic Ordering and Invoicing and as a minimum will receive electronic Purchase Orders and invoice the Council electronically	FAIL

Evaluation Criteria for 8.5a	
Bidder responds with “Yes” and confirms that they can commit to the Council’s Information Governance and Information Security standards outlined in the policies available on the Council’s website	PASS

READ ONLY

Bidder does not confirm that they can commit to the Council's Information Governance and Information Security standards outlined in the policies available on the Council's website	FAIL

Evaluation Criteria for 8.6a	
Bidder responds with "Yes" and confirms that as an Employer, the Bidder meets the requirements of the positive equality duties in relation to the Equalities Act 2010* and they have their own relevant policies / literature or the Bidder confirms that it will commit to the Council's standards outlined in its Policy document Equality and Diversity Policy	PASS
Bidder confirms either that as an Employer, that they do not meet the requirements of the positive equality duties in relation to the Equalities Act 2010* and they have their own relevant policies / literature or the Bidder does not confirm that it will commit to the Council's standards outlined in its Policy document Equality and Diversity Policy	FAIL

Evaluation Criteria for 8.6b	
Bidder responds with "No" and confirms that in the last three years, no finding for unlawful discrimination has been made against the Bidder by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK). OR Bidder confirms that in the last three years unlawful discrimination has been made against the Bidder by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) but demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination from reoccurring.	PASS
Bidder confirms that in the last three years unlawful discrimination has been made against the Bidder by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK) but does not demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination from reoccurring.	FAIL

Evaluation Criteria for 8.6c	
Bidder responds with "No" and confirms that in the last three years, the Bidder has not had any complaint(s) upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination. OR Bidder confirms that in the last three years, the Bidder has had complaint(s) upheld following an investigation by the Equality	PASS

READ ONLY

and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination but demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination from reoccurring.	
Bidder confirms that in the last three years, the Bidder has had complaint(s) upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination but does not demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination from reoccurring.	FAIL

Evaluation Criteria for 8.6d	
Bidder responds with "Yes" and confirms that processes are in place to check whether any of the circumstances outlined in 8.6a to 8.6c apply to sub-contractors in order to ensure sub-contractor compliance with points 8.6a to 8.6c or does not use sub-contractors and responds "N/A".	PASS
Bidder does not confirm that processes are in place to check whether any of the circumstances outlined in 8.6a to 8.6c apply to sub-contractors in order to ensure sub-contractor compliance with points 8.6a to 8.6c.	FAIL

Evaluation Criteria for 8.7a	
Bidder responds with "No" and confirms that their organisation has not been convicted or breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority) OR Bidder confirms that their organisation has been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority) but demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future breaches or occurrences from reoccurring.	PASS
Bidder confirms that their organisation has been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority) but does not demonstrate to the Council's satisfaction that appropriate remedial action has been taken to prevent future breaches or occurrences.	FAIL

Evaluation Criteria for 8.7b	
Bidder responds "Yes" and confirms that processes are in place to check whether any of the circumstances outlined in 8.3a apply to sub-contractors in order to ensure sub-contractor	PASS

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compliance with points 8.7a or does not use sub-contractors and responds “N/A”.	
Bidder does not confirm that processes are in place to check whether any of the circumstances outlined in 8.7a apply to sub-contractors in order to ensure sub-contractor compliance with points 8.3a	FAIL

Evaluation Criteria for 8.8a	
Bidder responds with “Yes” and confirms that their organisation has a Health and Safety Policy that complies with current legislative requirements	PASS
Bidder confirms that their organisation does not have a Health and Safety Policy that complies with current legislative requirements	FAIL

Evaluation Criteria for 8.8b	
Bidder responds with “No” and confirms that their organisation or any of its Directors or Executive Officers have not been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years OR Bidder confirms that their organisation or any of its Directors or Executive Officers have been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years but demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future breaches or occurrences.	PASS
Bidder confirms that their organisation or any of its Directors or Executive Officers have been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years but do not demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future breaches or occurrences.	FAIL

Evaluation Criteria for 8.8c	
Bidder responds with “Yes” and confirms that processes are in place to check whether any of the circumstances outlined in 8.8a and 8.8b apply to sub-contractors in order to ensure sub-contractor compliance with points 8.8a and 8.8b or does not use sub-contractors and responds “N/A”.	PASS
Bidder does not confirm that processes are in place to check whether any of the circumstances outlined in 8.8a and 8.8b apply to sub-contractors in order to ensure sub-contractor compliance with points 8.8a and 8.8b	FAIL

5.4. **Stage 3 – Detailed Evaluation of Bids**

PREVIEW ONLY

5.4.1. Those Bidder's that have satisfied Stage 1 and Stage 2 (as above) will have their ITT submissions evaluated and scored against the evaluation criteria, sub-criteria and weightings set out below.

5.4.2. The evaluation process will cover two areas:

Criteria	Criteria Weighting (%)
Quality	60%
Price	40%
TOTAL:	**100%**

5.4.3. **Quality Score (60%)**

5.4.3.1. Quality will be evaluated against pre-determined criteria and sub criterion as shown below. The weightings to be applied to the Quality Evaluation Criteria and any sub criterion where applied are also set below.

Criteria Number	Evaluation Criteria	Evaluation Criteria Weighting (%)	Relevant Submission Documents
E1	Bidders approach to the operation of the business in order to ensure a successful operation that meets the needs of the requirements	25%	Response to E1- '*Supplier Name*'
E2	Bidders approach to the management structure and operational resources to successful deliver the business	15%	Response to E2- '*Supplier Name*'
E3	Bidders approach to the promotion of the operation to ensure a successful business	15%	Response to E3- '*Supplier Name*'
E4	Bidders approach to the services and activities to be operated from the site and how they will both ensure a successful business as well as provide additional value to the area	20%	Response to E4- '*Supplier Name*'
E5	Bidders approach to using their experience to ensure the successful delivery of the operation	15%	Response to E5- '*Supplier Name*'
E5	Bidders approach to ensure that they deliver their business operation sustainably, including how they will reduce their environmental impact	10%	Response to E6- '*Supplier Name*'

READ ONLY

TOTAL:	**100%**	

5.4.3.2. All Quality Evaluation Criteria questions will be scored in line with the following Quality Scoring Guide table detailed below. In applying the scoring guide, each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

Score	Quality Scoring Guide
5	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence. In all aspects it goes beyond this and provides a particularly robust, innovative, or effective approach
4	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence. In some aspects it goes beyond this and provides a particularly robust, innovative, or effective approach
3	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence
2	The response is relevant to the question / criteria and provides some indication of the bidder's approach. However, in one or more aspects it is lacking in specific detail or evidence, and thus falls short of providing an adequate level of assurance
1	The response is of some basic relevance to the question / criteria, but is so brief, or so lacking in information, that it fails to provide even an adequate outline of the bidder's approach
0	No response is provided, or the response is of no relevance to the question / criteria

5.4.3.3. Bidder's are required to provide a response to all Evaluation Criteria questions set out in Tender Response – Part D – Quality Evaluation. Bidder responses will explain how the Bidder will meet the Council's requirements.

5.4.3.4. Quality will be evaluated by the Council based on Bidder responses to the Quality Criteria set out in Tender Response – Part D – Quality Evaluation and any responses to clarifications raised by the Council. In evaluating the responses to the Quality Criteria, the evaluation panel will use their reasoned professional judgement to identify the Quality Scores to be awarded.

5.4.3.5. The Quality Score Awarded for each Evaluation Criteria question will then be weighted by the Evaluation Criteria Weighting. This will be done by dividing the Quality Score Awarded by the highest score that could be awarded for that Evaluation Criteria as indicated in the relevant Quality Scoring Guide table. This will create a Percentage Quality Score awarded for that Evaluation Criteria. The Percentage Quality Score awarded will then be multiplied by the Evaluation Criteria Weighting to form the Criteria Weighted Quality Score for that Evaluation Criteria.

5.4.3.6. The Criteria Weighted Quality Score for each Evaluation Criteria will then be added together to form the Total Quality Score for each Bidder.

5.4.3.7. Bidder's should note that the Council has a requirement for a minimum overall Total Quality Score of 50%. Any tender assessed by the Council as failing to

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reach this threshold will not be taken forward and will be rejected, regardless of the overall score.

5.4.3.8. The highest Total Quality Score will be awarded a maximum 100%. All the other Total Quality Scores will be given a % score relative to that. This will be done for each tender by dividing the Bidder's Total Quality Score by the highest Total Quality Score, multiplying by 100 and the resulting Adjusted Quality Score is multiplied by the quality weighting of 60%. This will give a Weighted Quality Score for each Bidder's Quality relative to the highest.

5.4.4. **Price Score (40%)**

5.4.4.1. Pricing will be evaluated to ensure all relevant costs are visible and comparable, including sensitivity analysis where determined appropriate. Where arithmetical errors are found during evaluation of a Tender, you will be given details in writing and will be given the opportunity to confirm in writing or withdraw your Tender.

5.4.4.2. The highest Total Price will be awarded a maximum 100%. All the other returned Total Prices will be given a % score relative to that. This will be done for each bid by dividing the highest Total Price by the organisation's Total Price, multiplying by 100 and then multiplying the product by 40%. This will give a Weighted Price Score for their Total Price relative to the highest.

5.4.4.3. The Council will use the World Bank Methodology 2016 to identify Abnormally Low or high Bids. Where the Council has, concerns regarding sufficiency of price in relation to the requirement (Abnormally Low/high Bid), the Council reserves the right to require explanation. The Council will assess the information that you provide and may reject your tender where the evidence that you provide does not satisfactorily account for the low/high level of price or cost proposed taking into account the explanation that you provide.

5.4.5. **Combined Weighted Scores to Reach a Final Weighted Score**

5.4.5.1. The Bidder's Weighted Quality Score and Weighted Price Score will then be combined to identify the Bidder with the highest combined Final Weighted Score.

5.4.5.2. The Bidder with the highest combined Final Weighted Score will be confirmed as the preferred tenderer.

5.4.6. **Example Matrix**

5.4.6.1. A typical Final Ranking matrix is demonstrated below.

5.4.6.2. PLEASE NOTE THAT THIS IS AN EXAMPLE OF A 60% QUALITY/ 40% PRICE ONLY, FIGURES INCLUDED ARE NOT RELEVANT TO THE SERVICES IN QUESTION

Quality	60%
Price	40%

	Bidder	**1**	**2**	**3**	**4**	**5**
Quality	Total Quality Score (%)	80.00	60.00	50.00	70.00	52.00
	Adjusted Quality Score (%)	100.00	75.00	62.50	87.50	65.00
	Weighted Quality Score (%) (A)	60.00	45.00	37.50	52.50	39.00
	Quality Positions	1	3	5	2	4

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Price	Total Price	£25,000	£35,000	£20,000	£23,000	£22,000
	Adjusted Price Score (%)	71.42	100.00	57.14	65.71	62.86
	Weighted Price Score (%) (B)	28.57	40.00	22.86	26.28	25.14
	Price Positions	2	1	5	3	4
	Final Weighted Score (%) (A+B)	88.57	85.00	60.36	78.78	64.14
	Final Evaluation Position	1	2	5	3	4

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6. Tender Response Checklist

BEFORE SUBMITTING YOUR BID, PLEASE ENSURE THAT YOU HAVE:

Description	✓
1. Read and understood the Supply Requirement as set out in the procurement documentation.	
2. Noted the timetable for this procurement in the Timetable shown in point 1.7 of this document.	
3. Read, understood and accepted the Terms and Conditions that have been issued as part of the tender documents.	
4. Read and understood the contents of Section 5 – The Evaluation Process within this ITT.	
5. Completed and submitted the document Tender Response – Part A and provided all the requested documents outlined within this document	
6. Completed and submitted the document Tender Response – Part B – Form of Tender and Anti-Collusion Certificate	
7. Completed and submitted the document Tender Response – Part C – Pricing Evaluation	
8. Reviewed and responded to each of the Quality questions set out in Tender Response – Part D – Quality Evaluation and provided the documents in the naming format requested and within the page limits indicated	
9. Uploaded all of your documents and submitted them electronically through the Council Electronic Tendering site. Please note, you must ensure that you 'Submit' the documents. Simply uploading them to the portal will not register a response. You must 'Submit' your response and you will received an e-mail notification through the system confirming the response has been submitted.	

THANK YOU FOR YOUR INTEREST IN THIS PROCUREMENT

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