Invitation to Tender

Instructions for Tenderers

For the supply, installation, and maintenance of a Mobility Hubs solution

**Project REF: DN651617**

**Issue date: 14 February 2023**

**Contract term: 24 months + 12-month optional extension**

**Procedure: Open**

**Tender submission deadline: 03 April 2023**

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## Instructions for Tender

Date 14 February 2023

**TENDER INVITATION**

**For the supply, installation, and maintenance of a Mobility Hubs solution**

I have pleasure in enclosing the Invitation to Tender documents in order that you may submit a Tender for the above contract.

This contract is being procured under the Open Procedure pursuant to the Public Contracts Regulations 2015 (**PCR 2015**).

Please note that the Combined Authority will only be bound to consider your Tender if you comply with all requirements of the Tender documentation and complete and return all necessary documents. In particular:

* the bidding entity must meet all the mandatory requirements
* your Tender must be submitted to the Combined Authority through the e-Procurement **Portal** (www.supplyingthesouthwest.org.uk) no later than 03 April 2023; and
* your Tender must be accompanied by all the documents listed in the Requirements Checklist.

You are required to keep all information pertaining to this procurement confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

Yours faithfully

On behalf of THE WEST OF ENGLAND COMBINED AUTHORITY

## The West of England Combined Authority

The West of England Combined Authority is creating a better, greener future for people who live and work in the region.

It’s improving peoples’ lives:

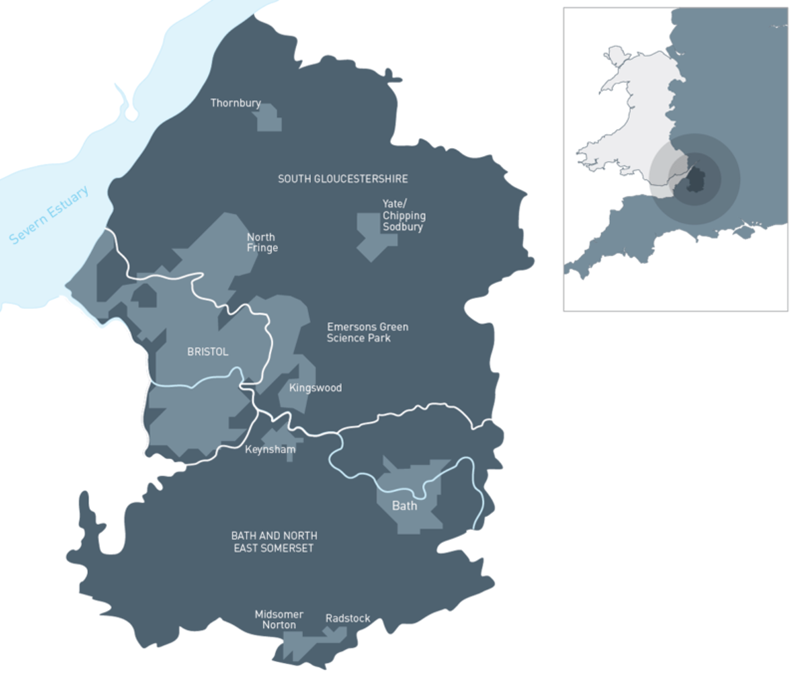
* helping residents secure decent jobs and homes they can afford.
* tackling climate change and the ecological emergency.
* providing access to skills and training.
* improving transport and the places people live, work and visit.
* supporting businesses to succeed.

The West of England Combined Authority is creating a region to be proud of.

The West of England region:

* has a diverse population of more than 1.1million people
* boasts a highly skilled workforce and one of the highest levels of graduates in the UK
* is home to innovative and creative businesses
* has an economy, built on strong foundations, worth over £40bn a year

It’s a region which competes on global scale. A region where ideas flourish and businesses grow.



[www.westofengland-ca.gov.uk](http://www.westofengland-ca.gov.uk)

### Introduction

* 1. The West of England Combined Authority (the “Combined Authority”) invites Tenders for the supply, installation, and maintenance of a mobility hub solution. For full details of the scope of the tender and the requirements which the successful Tenderer will be required to fulfil please refer to Appendix A – Specification Description
  2. This ITT provides all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as necessary to enable them to provide the best possible Tender. Any such questions or clarifications must be submitted via the e-Procurement portal. Details are set out in [Section 13: Tender Clarifications](#_Communication_and_Clarifications) below.
  3. Tenders must be submitted no later than 03 April 2023. Tenders will only be accepted if submitted electronically on the Combined Authority’s chosen e-Procurement Portal procurement portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk). Tenders will not be accepted by email.
  4. Tenders will be evaluated in accordance with the scoring methodology set out in Section 15 Evaluation of Quality Questions. The Tenderer that submits the most economically advantageous tender will be awarded the contract, subject to that Tenderer meeting the requirements of the Selection Questionnaire.

### ITT Documentation

* 1. The Invitation to Tender documents comprises the following documentation:
     1. Invitation to Tender (ITT)
     2. ITT Appendix A – Specification Description
     3. ITT Appendix A2 – Site Information Pack
     4. ITT Appendix B – Supplier Selection Questionnaire (SSQ)
     5. ITT Appendix C – Technical Questionnaire
     6. ITT Appendix D – Pricing Schedule
     7. ITT Appendix E – Mobility Hubs Contract
     8. ITT Appendix F – Form of Tender
     9. ITT Appendix G – Lead Party Acknowledgement
     10. ITT Appendix H – Non-collusion certificate
     11. ITT Appendix I – Certificate as to canvassing
     12. ITT Appendix J – Requirements checklist
     13. ITT Appendix K – Social Value Delivery Plan
  2. A list of the documents which must be submitted by the Tenderer can be found in ITT Appendix J - Requirements Checklist.

### Procurement Route

* 1. The procurement process for the Mobility Hubs solution contract (Contract) will be in accordance with PCR 2015 using the Open Procedure.

### Procurement timescales

* 1. The key activities and target dates for the procurement process are stated in [Table 1- Procurement timescales](#_Procurement_timescales) below. This is intended as a guide and whilst the Combined Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

Table 1 - Procurement Timescales

|  |  |
| --- | --- |
| Activity | Date |
| Issue Contract Notice and publish procurement documents | 14/02/2023 |
| Clarification period | 14/02/2023 – 13/03/2023 |
| Tender submission deadline | 03/04/2023 |
| Evaluate bids and internal approval | 04/04/2023 – 05/06/2023 |
| Announce preferred bidder | 05/06/2023 |
| Contract signing (after 10-day standstill) | 03/07/2023 |

### Compliant Tender

* 1. Tenders must be submitted in accordance with the instructions set out in the ITT. Tenderers should read the instructions and guidance carefully before completing the Tender documentation. Any Tenders not complying with the requirements of the Tender documentation in any way may be rejected by the Combined Authority, whose decision in the matter shall be final. Non-compliant Tenders may include, but will not be limited to, late responses, qualified bids, or bids that do not follow the requested format.
  2. In order to provide a compliant Tender response, Tenderers must submit the following completed documents:
     1. ITT Appendix B – Supplier Selection Questionnaire (SSQ) responses
     2. ITT Appendix C – Technical Questionnaire
     3. ITT Appendix D – Pricing Schedule
     4. ITT Appendix F – Form of Tender
     5. ITT Appendix H – Non-collusion certificate
     6. ITT Appendix I – Certificate as to canvassing
     7. ITT Appendix J – Requirements checklist
     8. ITT Appendix K – Social Value Delivery Plan

The Requirements Checklist must be completed by Tenderers and returned with the documents listed above.

* 1. Tenderers should note that the Combined Authority will regard the lodging of a false Non-Collusion or Canvassing Certificate as grounds justifying immediate rejection of the Tender without further reference to the relevant Tenderer or for immediate termination of the contract if it has already been entered into.
  2. The Tender documents must not be amended by the Tenderer and no altered or erased figures should appear in the financial information.
  3. Following the submission deadline, the Combined Authority shall undertake a compliance check and review Tenderers’ responses to the Selection Questionnaire. The Combined Authority reserves the right to reject any Tenderer that fails to meet the minimum requirements set out in the Selection Questionnaire.
  4. **Contract Award** - Should this procurement process conclude with a contract award the following stages shall apply:

1. The Combined Authority will announce the outcome of the procurement and issue Tenderers with an intention to award letter – these letters will, for unsuccessful Tenderers, give their score, the score of the ‘preferred Tenderer’ and state the distinct characteristics and relative advantages (where applicable) of the preferred Tenderer’s submission.
2. Issue of the intention to award letters will start a 10-day standstill period which will conclude at midnight on Day 10. This period is mandatory under the PCR 2015. Tenderers should familiarise themselves with the purpose of this period.
3. At any time after conclusion of the mandatory standstill period (Day 11) the contract may be awarded by the Combined Authority to the preferred Tenderer.  
   1. Tenderers may modify their submissions prior to the deadline for receipt. Tenderers may withdraw their submission at any time prior to accepting notification of award.
   2. No part of a Tenderer’s Tender should be:
4. qualified;
5. conditional; or
6. accompanied by statements which could be construed as rendering the Tender equivocal and/or placed on a different footing to those of other Tenderers.
   1. The Combined Authority’s decision on whether or not a Tender meets this requirement will be final and the Tenderer concerned will not be consulted. If a Tender is excluded from further consideration the Tenderer concerned will be notified.
   2. If the Combined Authority suspects that there has been a technical or arithmetical error in a Tenderer’s submission, it reserves the right to seek such clarification as it considers necessary from that Tenderer only.

### Variant Tender

* 1. A variant tender is a tender that is different from that which has been specifically requested by the Combined Authority in this ITT. For example, a tender that contains different pricing proposals or purports to deliver the services in a different way to that set out in Combined Authority’s requirements.
  2. Tenderers are not permitted to submit variant tenders; the Combined Authority will reject any variant tenders.

### Form of Contract

* 1. The form of contract that the Combined Authority proposes to enter into with the preferred Tenderer can be found in ITT Appendix E - Mobility Hub Contract.
  2. Tenderers may raise queries in respect of the contract terms through the clarification process described in [Section 13: Tender Clarifications](#_Communication_and_Clarifications). If, at any time prior to the tender submission date, the Combined Authority considers that changes are required to the contract, whether prompted by Tenderer queries or otherwise, the Combined Authority will reissue the contract through the on-line portal.
  3. By submitting its Tender, each Tenderer is committing to enter into the form of contract set out in ITT Appendix E - Mobility Hub Contract, as may be updated by the Combined Authority prior to the bid submission date. After selection of the winning Tenderer, the Combined Authority will only make such changes to the draft contract (in conjunction with the preferred Tenderer) as are necessary to complete any gaps and ensure the draft is ready for execution by the parties, such as factual issues (name, address etc), administrative issues or to correct an obvious error, to ensure consistency within the terms or to comply with the law.

### Tenderer’s Responsibility

* 1. It is the responsibility of each Tenderer to satisfy itself as to the nature, extent, and circumstances of the services to be provided and satisfy itself as to its ability to fulfil the Combined Authority’s requirements.
  2. By their own examination of the ITT documentation, Tenderers will be taken to have satisfied themselves as to the full requirements of the specification and contract terms.

### Completing the Selection Questionnaire

* 1. The Supplier Selection Questionnaire can be found in Appendix B. The Selection Questionnaire requests basic information about the Tenderer, including in relation to mandatory and discretionary exclusion criteria and the Tenderer’s financial standing. The Selection Questionnaire will enable the Combined Authority to assess whether the Tenderer is eligible to participate in this procurement process, and whether it can meet certain minimum requirements of the Combined Authority.

### Completing the Quality Questions

* 1. The Quality Questions can be found in ITT Appendix C – Technical Questionnaire . Tenderers shall respond to ITT Appendix C – Technical Questionnaire in the format below:
  2. Tenderers must use a San Serif font, optimised for both on screen and printed legibility and readability, such as Open Sans or Calibri.
  3. Except where otherwise expressly directed by these Instructions for Tenderers (e.g. Excel or Primavera files), all documents should be provided in PDF format configured to allow excerpts to be extracted, copied or printed.
  4. General text must be set to A4-size paper with the margins set to 2.0cm or greater, single line spacing, body text must be at least 2.0cm hanging.
  5. For general text the font size must be no smaller than 11 points. Text in tables, graphics or images may be smaller but must be legible on screen and when printed.
  6. Responses must make clear which question is being answered. This could be achieved by clearly stating the question at the top of the relevant section of the Tender submission.
  7. All responses to each question must be contained in the stated page count for the question. Tenderers must not cross-refer to information contained elsewhere within their Tender (i.e. in response to other questions). No such cross references will be followed up.
  8. Where a page limit has been indicated for a specific response, Tenderers must not exceed this limit. Where a response exceeds a stated limit, the Combined Authority will not take account of additional text and such text will therefore be disregarded from the evaluation.
  9. If a Tenderer cannot answer a question or provide requested information, the Tenderer should give a full explanation as to the reasons within its submission.
  10. Tenders should be submitted in **PDF** format, with the exception of the Pricing Submission Template. Please note that submitting a brochure will not be considered a bona fide Tender. Any brochures will not be evaluated.
  11. Any information provided that has not been asked for will not be taken into consideration.

### Pricing Schedule

* 1. The Pricing submission template can be found in ITT Appendix D – Pricing Schedule. Tenderers must ensure they complete ITT Appendix D – Pricing Schedule according to the instructions given within it.
  2. Prices quoted should be:

1. in Pounds Sterling; and
2. quoted exclusive of VAT.

### Submission of Tender - Electronic Tendering

* 1. The Combined Authority is utilising an electronic tendering portal to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Combined Authority including the submission of Tenderers’ responses will be conducted via this portal.
  2. The Combined Authority’s chosen e-Procurement portal is the ‘Supplying the South West’ portal - [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).
  3. Tenderers should allow sufficient time to upload documentation to the Portal. It would be unwise to commence uploading documents less than two hours before the deadline.
  4. Proactis who provide the Portal also offer support for Tenderers. If Tenderers experience any technical difficulties in the lead up to the submission deadline, please contact [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com). For all support issues Tenderers must in the first instance log their query via: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com). If the query is of a time sensitive nature, they also have an Emergency Contact number: 0330 0050352. In the first instance Tenderers should log their call using the email address provided.
  5. It is the Tenderers’ responsibility to ensure that all documents are uploaded on time. The e-Procurement portal ‘Pro Contract’ will hold all the information that Tenderers upload securely until the Tender opening date.
  6. By submitting a Tender, each Tenderer will be taken to have agreed that its Tender will remain open for acceptance for a minimum of 180 days from the submission deadline date.
  7. Any Tender response received after the specified deadline will not be considered unless the closing date for receipt of tenders is formally extended by the Combined Authority and communicated to Tenderers.
  8. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the Tenderer’s control, however this will be permitted only at the discretion of the Combined Authority and its decision on this will be final.

### Tender Clarifications

* 1. If a Tenderer has any enquiries about the Tender documentation which might have any bearing on its Tender, the Tenderer should raise these through the Portal. All such clarification questions must be received no later than the Tenderer Clarification Deadline as stated in [Table 1: Procurement timescales](#_Procurement_timescales). to allow time for a detailed response to be distributed prior to the Deadline of submission of Tenders.
  2. Unless a Tenderer states that an enquiry is confidential the Combined Authority will circulate a copy of the enquiry and its written reply to all Tenderers but will preserve the anonymity of the enquirer. If the Tenderer states an enquiry is confidential and the Combined Authority agrees then the enquiry and response shall remain private to that Tenderer. If the Combined Authority does not agree that the enquiry is confidential, it shall notify the Tenderer and give the Tenderer the option to either.

1. withdraw the question; or
2. have the enquiry and response shared with all Tenderers.  
   1. Tenderers should notify the Combined Authority promptly of any perceived ambiguity, inconsistency, or omission in the ITT documents, any of their associated documents and/or any other information issued to them during the procurement process.
   2. The Combined Authority may make changes to the Tender documentation at any time prior to the bid submission date. Such changes will be notified to Tenderers via the Portal.

### Evaluation and Selection of Preferred Tenderer

* 1. Following the submission deadline, the Combined Authority shall undertake a compliance check and review Tenderers’ responses to the Selection Questionnaire. The Combined Authority reserves the right to reject any Tenderer that fails to meet the minimum requirements set out in the Selection Questionnaire.
  2. Tenders shall be evaluated in accordance with [Section 15: Evaluation of Quality Questions](#_Toc114425281) and [Section 16: Evaluation of Price submission](#_Evaluation_of_Price) below in order to identify the most economically advantageous Tender.
  3. The most economically advantageous Tender will be identified through the combined score of the following weighted criteria:

1. 70% quality
2. 30% price

### Evaluation of Quality Questions

* 1. The Quality Questions and their associated weightings are set out in ITT Appendix C -Technical Questionnaire.
  2. The quality of submitted tenders will be assessed using the information submitted in response to ITT Appendix C – Technical Questionnaire. The response to each question (other than Question 1 i.e. Component specification questionnaire) will be marked using the scoring methodology set out in the ITT.
  3. The response to Question 1 i.e., Component specification questionnaire will be assessed using the table below.

Table 2- Component Specification scoring methodology

|  |  |
| --- | --- |
| Score | Definition |
| 0 | There is no response, insufficient information or the submission does not meet the component’s specification in any area. |
| 1 | The submission does not meet the component’s specification with some major weaknesses, or reservations. |
| 2 | The submission partially meets all the component’s specification with some minor weaknesses, or reservations in a few areas. |
| 3 | The submission meets all the component’s specification with some minor weaknesses, or reservations in a few areas. |
| 4 | The submission meets all the component’s specifications. |
| 5 | The submission meets all the component’s specifications and exceeds them. |

* 1. The scoring methodology for the Quality Questions (i.e. Questions 2 – 8) is set out in the table below;

Table 3- Scoring methodology

|  |  |  |
| --- | --- | --- |
| Classification | Score | Scoring Methodology |
| Major Concerns | 0% | No response submitted or an unacceptable response which fails to address the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria. |
| Concerns | 10% | The response fails to address adequately one or more of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides very low level of confidence of successful delivery. |
| Minor Concerns | 25% | The response fails to address adequately one or more of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides a low level of confidence of successful delivery |
| Moderate Confidence | 50% | The response generally addresses all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides a moderate level of confidence of successful delivery |
| Good Confidence | 75% | The response addresses well all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides good level of confidence of successful delivery |
| Very Good Confidence | 90% | The response addresses very well all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides very good level of confidence of successful delivery |
| Excellent Confidence | 100% | The response addresses in an excellent and robust manner all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and overall, the response provides excellent level of confidence of successful delivery |

* 1. The weighted score for each question will be calculated as following:

*(Note that this example does not use the weightings set out in Appendix C. It is provided to assist with understanding only)*

**Question Score (0% - 100%) \* Weighting = Actual Weighted Score**

The maximum possible total score is 100

Table 4 - Example of Quality Questions Evaluation

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | | Tenderer A | | Tenderer B | | Tenderer C | |
| Question | Weight | Score (%) | Actual Weighted Score (%) | Score (%) | Actual Weighted Score (%) | Score (%) | Actual Weighted Score (%) |
| 1 | 10 | 25 | 2.50 | 50 | 5.00 | 100 | 10.00 |
| 2 | 15 | 10 | 1.50 | 75 | 11.25 | 50 | 7.50 |
| 3 | 25 | 50 | 12.50 | 25 | 6.25 | 75 | 18.75 |
| 4 | 25 | 75 | 18.75 | 10 | 2.50 | 10 | 2.50 |
| 5 | 15 | 10 | 1.50 | 0 | 0.00 | 10 | 1.50 |
| 6 | 10 | 50 | 5.00 | 10 | 1.00 | 25 | 2.50 |
| Total | **100** |  | **41.75** |  | **26.00** |  | **42.75** |

### Evaluation of Price submission

* 1. This accounts for 30% of the overall evaluation marks available.
  2. Please refer to ITT Appendix D – Pricing Schedule which includes instructions for completion. Tenderers should ensure the instructions in the Pricing Schedule are followed carefully. If Tenderers have any questions or are unsure about completing the Pricing Schedule Template, please raise these as a clarification through the messaging function available in the Portal.
  3. The Pricing Schedule contains a list of cost elements for evaluation. Please refer to ITT Appendix D – Pricing Schedule. Once Tenderers have input all pricing information, the Pricing Schedule will produce an overall price for each Tenderer, to which a 30% weighting will then be applied.
  4. The Tenderer with the lowest overall price, shall be awarded 30% (i.e., full marks) for price. Scores for the remaining Tenderers will be calculated using the following formula:

Step 1: **(Lowest bid)/(Tenderers Weighted Price) = Unweighted price score**

Step 2: **Unweighted Price Score\*30% = Weighted Price Score**

Table 5 - Example Price Submission Evaluation

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Tenderer | Lowest bid | Tenderers Weighted Price | Unweighted Price Score | Price Weighting (%) | Weighted price score ( %) |
| Tenderer A | £2,800,000.00 | £2,800,000.00 | 1.0 | 30 | 30.00 |
| Tenderer B | £2,800,000.00 | £3,500,000.00 | 0.8 | 30 | 24.00 |
| Tenderer C | £2,800,000.00 | £3,750,000.00 | 0.75 | 30 | 22.50 |

* 1. The Tenderer's submitted Pricing Submission will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Tenderers, pursuant to [Section 17: Abnormally Low Tender.](#_Abnormally_Low_Tender)

### Abnormally Low Tender

* 1. The Tenderer's submitted **commercial response** will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Tenderers.
  2. If the Authority considers a Tender to be abnormally low priced, it will exercise the right to clarify as permitted under regulation 69 of the PCR 2015. The Authority reserves the right to challenge how the Tenderer can deliver the expected quality at that price. If the Authority is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender.

### Financial Standing Appraisals

* 1. The financial information provided by Tenderers will be used by the Combined Authority to assess whether the Tenderers possess the necessary economic and financial capacity to perform the contract.
  2. When undertaking the assessment, the Combined Authority looks at the Tenderers’ most recent financial statements along with those of any ultimate parent company (if applicable). These are checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity, and general stability.
  3. The Combined Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Combined Authority will also consider any additional information submitted by the Tenderer should the Tenderer consider this necessary for the Combined Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of a Tenderer’s financial structure or funding arrangements. The Combined Authority would expect any such information to be verified by an independent source, for example, the Tenderer’s auditors. Furthermore, the Combined Authority may (but is under no obligation) request further information or explanation from a Tenderer.
  4. Initially basic checks are made on a Tenderer’s name and any relevant registration details (e.g., registered number at Companies House). The Combined Authority will check whether the Tenderer is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.
  5. When considering profitability, the Combined Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.
  6. The Combined Authority will look at the Tenderer’s balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Combined Authority looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.
  7. When looking at liquidity the Combined Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the Tenderer has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally, the Combined Authority would expect a Tenderer to have a current ratio of at least 1:1.
  8. Contract limit is the size of contract that is considered ‘safe’ to award to a Tenderer, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the Tenderer can cope financially with this size of contract. The Combined Authority assesses the capacity issue of whether the Tenderer has the resources to carry out the work and considers whether the Tenderer will become over-dependant on the contract in question.   
     **Generally, the Combined Authority would expect a Tenderer to have a turnover of at least two times the annual value of the contract.**
  9. The Combined Authority will consider all the above in relation to the Tenderer and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Combined Authority. If the Combined Authority decides that the financial and economic standing of the Tenderer represents an unacceptable risk to the Combined Authority, then the Tenderer will be excluded from further consideration in this process.

### Collaboration Arrangements

* 1. The Tenderer may wish to submit a collaborative bid. The possible methods for such collaboration are considered below.
  2. Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability **consortium**) is referred to as a “Tenderer”. The Tenderer is responsible for ensuring that the bid submission is fully completed, and the required information provided in respect of consortium members (as appropriate).
  3. A consortia proposal requires either a clear Lead Party with whom the Combined Authority will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
  4. The following models of collaborative arrangements are indicative of possible collaborative working arrangements:

1. Lead Party consortium
2. Joint and several liability consortiums
3. Sub-contracting
   1. **Lead Party consortium**: A Lead Party consortium is a consortium of organisations who are working together to bid for, and if successful, enter into the contract. One party will enter into the contract, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members.
   2. It is for the consortium members to assess whether their proposed parties have the capacity and capability likely to be able to deliver the requirements of this contract. This is not the responsibility of the Combined Authority.
   3. **Joint and several liability consortia**: The Combined Authority will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.
   4. Whilst there is a lead/administrative party for bid co-ordination purposes, this organisation is not solely liable as the Combined Authority signs the contract with all the members of the consortium; thus, all members are jointly and severally liable for performance of the contract.
   5. **Sub-contracting**: It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the Tenderer. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Tenderers should be aware that where, in the opinion of the Combined Authority, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the Tenderer to proceed with the procurement process and/or to perform their duties under the contract. For the avoidance of doubt, in the event that the Combined Authority considers that such a change constitutes a material change for the purposes of procurement law, then the Combined Authority reserves the right to disqualify the Tenderer from the procurement process.
   6. The Combined Authority will make payments to the Tenderer; the Tenderer is responsible for payments to its sub-contractors.
   7. The Combined Authority would not usually expect to see evidence of the administrative arrangements between the Tenderer and sub-contractor; however, the Combined Authority may wish to see evidence of performance monitoring, due diligence, and subcontractor agreements and/or policies.
   8. The Combined Authority will expect the winning Tenderer to sign up to the Prompt Payment Code and/or will be willing to report to the Combined Authority their subcontract payment performance.

### Changes in Circumstances

* 1. Tenderers (including, for this purpose, each participant in any joint venture, consortium arrangement) are required to inform the Combined Authority promptly and in any case no later than fourteen (14) days, after the occurrence of:

1. Any change to the Tenderer's corporate structure from that set out in the Tenderer's response to the ITT. This includes the grant of any options to acquire shares, any agreement relating to exercise of rights attaching to such shares, and any material amendments to a shareholder’s agreement, articles of association or similar constitutional documents.
2. Any changes to any other information provided to the Combined Authority as part of the ITT process; or
3. Any other change to the Tenderer's circumstances, or the basis of the Tenderer's response to the ITT, which may be expected to influence the Combined Authority decision on the Tenderer's suitability for qualification for receipt of this ITT or to be selected as the Supplier.
   1. The Combined Authority reserves the right to approve (subject to conditions) or reject the changes referred to above (including any changes to the basis on which the Tenderer pre-qualified to receive this ITT). A rejection of the changes may result in the Tenderer being excluded from further participation in the procurement process.

* 1. The Combined Authority reserves the right and may in certain cases be required under the procurement rules and regulations, to disqualify any Tenderer that has been selected to receive this ITT where the composition of the Tenderer’s bid vehicle, joint venture or consortium has changed after the announcement of the tender response. The Tenderers are therefore advised to discuss any proposed changes of this nature with the Combined Authority before the changes are put into effect.
  2. Where, following notification to the Combined Authority by the Tenderer, at any stage, of a material change in any of the information provided in the Tenderer's response to the SSQ (or failure to give such notification), the Combined Authority is of the opinion that the Tenderers do not have, or are unlikely by the date of commencement of the Contract/agreement to have met the requirements of the SSQ, the Combined Authority reserves the right to disqualify the Tenderer from the procurement process.

### Conflict of Interest

* 1. If any conflict of interest or potential conflict of interest between the Tenderer, the Tenderer's advisers, the Combined Authority, the Combined Authority's advisers, or any combination thereof becomes apparent to the Tenderer, the Tenderer shall inform the Combined Authority immediately. In such circumstances, the Combined Authority shall, at its absolute discretion, decide on the appropriate course of action.
  2. If the Combined Authority becomes aware of any relevant conflict of interest that the Tenderers have not declared to the Combined Authority, the relevant Tenderer may be disqualified from the procurement process
  3. The West of England Combined Authority’s Framework consultants identified in the Tender documentation should not be approached in relation to this Tender process. Any engagement with these consultants regarding this Tender could result in disqualification of the Tenderer.

### Social Value

* 1. The Combined Authority takes account of social value in the award of contracts using the Social Value Model. This model defines social value through a series of priority themes and policy outcomes. It is designed to take account of the additional social benefits that can be achieved through the delivery of contracts, using policy outcomes aligned to Government priorities and the Combined Authority’s themes (life skills & independent living; employability & work readiness; volunteering & social action).
  2. For more information on the Social Value Model, please visit: Social Value Act: information and resources and The Social Value Model
  3. The Combined Authority has identified the following social value policy outcomes (as stated in ITT Appendix K – Social Value Delivery Plan):

Table 6 - Social Value Model Policy Outcomes

|  |  |
| --- | --- |
| **Social Value Model Policy Theme** | **Social Value Policy Outcomes** |
| Theme 1: COVID-19 Recovery | Help local communities to manage and recover from the impact of COVID-19 |
| Theme 2: Tackling Economic Inequality | Create new businesses, new jobs, new skills |
| Increase supply chain resilience and capacity |
| Theme 3: Fighting Climate Change | Effective stewardship of the environment |
| Theme 4: Equal Opportunities | Reduce the disability employment gap |
| Tackle workforce inequality |
| Theme 5: Wellbeing | Improve health and wellbeing |
| Improve community cohesion |

* 1. For each policy outcome outlined above tenderers should refer to Appendix K– Social Value Delivery Plan “SV Definitions” tab. The illustrative guidance provides options and illustrative examples for tenderers however, these are NOT mandatory. Tenderers are encouraged to offer social value benefits which are relevant and proportionate to the number and value of services they are tendering for and within their capability and capacity to do so. Tenderers may choose to offer alternatives which align to the chosen policy outcome theme stated in table above.
  2. Tenderers will be evaluated on the quality of the overall response, not the quantity of items offered, using the evaluation scoring criteria in table below.

Table 7 - Social Value - Evaluation Scoring Criteria

|  |  |  |
| --- | --- | --- |
| **Classification** | **Score** | **Social Value Scoring Methodology** |
| **Fail** | **0%** | The response completely fails to meet the required standard or does not provide a proposal. |
| **Poor**  *(Meets some of the award criteria)* | **25%** | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following:   * There is at least one significant issue needing considerable attention. * Proposals do not demonstrate competence or understanding. * The response is light on detail and unconvincing. * The response makes no reference to the applicable sector but shows some general market experience. * The response makes limited reference (naming only) to the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT |
| **Good**  *(Meets all of the award criteria)* | **50%** | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:   * Good understanding of the requirements. * Sufficient competence demonstrated through relevant evidence. * Some insight demonstrated into the relevant issues. * The response addresses most of the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT and also shows general market experience. |
| **Very good**  *(Exceeds some of the award criteria)* | **75%** | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:   * Good understanding of the requirements. * Sufficient competence demonstrated through relevant evidence. * Some insight demonstrated into the relevant issues. * The response addresses the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT and shows good market experience. |
| **Classification** | **Score** | **Social Value Scoring Methodology** |
| **Excellent**  *(Exceeds all of the award criteria)* | **100%** | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows:   * Very good understanding of the requirements. * Excellent proposals demonstrated through relevant evidence. * Considerable insight into the relevant issues. * The response is also likely to propose additional value in several respects above that expected. * The response addresses the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT and also shows in-depth market experience. |

* 1. Social value benefits will be recorded, monitored, and measured using the following reporting metrics:

**Covid reporting metrics**

1. Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region, for those who were made redundant due to COVID-19.
2. Number of people-hours spent supporting local community integration, such as volunteering and other community-led initiatives related to COVID-19, under the contract.
3. Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment.

**Tackling Economic Inequality reporting metrics**

1. Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.
2. Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region.
3. Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region.
4. Number of people-hours of learning interventions delivered under the contract, by UK region.
5. For each of the following categories:
   * start-ups
   * SMEs
   * VCSEs; and
   * mutuals:
     + The number of contract opportunities awarded under the contract
     + The value of contract opportunities awarded under the contract in £
     + Total spend under the contract, as a percentage of the overall contract

**Fighting Climate Change reporting metrics**

1. Number of people-hours spent protecting and improving the environment under the contract, by UK region.
2. Number of green spaces created under the contract, by UK region.

**Equal Opportunities reporting metrics**

1. Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
2. Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.
3. Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
4. Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.
5. Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
6. Number of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.
   1. Please note, each reporting metric outlines above may be adapted, where necessary, following tender award in order to more closely align with the tenderers social value benefit. This will form a Key Performance Indicator (KPI) under the contract which will be developed and agreed by both parties prior to the contract being signed.

### Tender Costs

* 1. All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will the Combined Authority be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement process.

### General Information

* 1. Combined Authority Clarifications: The Combined Authority may wish to make enquiries of a Tenderer’s existing customers and/or require further information from Tenderers at any stage during the selection and award process. In particular the Combined Authority reserves the right to clarify any element of submitted Tenders.
  2. Right to reject tenders or cancel process: The Combined Authority reserves the right to accept or reject any written Tender and to abort the Tender process and reject all Tenders at any time prior to award of contract without incurring any liability to the affected Tenderers. The Combined Authority is not bound to accept the lowest or any Tender response made as a result of this invitation.
  3. The Combined Authority shall not be liable for any loss or expense incurred by any Tenderer in the production of the Tender or as a result of its decision not to award the contract to any Tenderer.
  4. Confidentiality: All documentation supplied by the Combined Authority shall remain its property and confidential to it. Tenderers may not without the Combined Authority’s written consent at any time use for their own purposes or disclose to any other person (except as may be required by law) the Tender or contract documents or any information or material which the Combined Authority may make available to Tenderers all of which shall remain confidential to the Combined Authority.
  5. Freedom of Information Act: Tenderers should note that the Combined Authority is subject to the Freedom of Information Act 2000 and provisions are in force allowing any person access to information held by the Combined Authority. There are limited exemptions to this. The exemptions include information the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their Tenders is confidential or **commercially sensitive** or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. The Combined Authority will consider Tenderers’ statements in the context of the exemptions provided for under the Act but does not offer any guarantee that the information in question will not be disclosed.
  6. Transparency: Tenderers should be aware that the Combined Authority is required to publish information regarding contracts under the government transparency policy. To view details of what must be published, see the Local Government Transparency Code 2015 via this link: [Local Government Transparency Code 2015](https://www.local.gov.uk/our-support/research-and-data/data-and-transparency/local-transparency-guidance)
  7. Details of this opportunity will be published on the Combined Authority’s website and the government’s transparency website Find a Tender Service (. gov.uk) and Contracts Finder.
  8. In submitting a Tender, the Tenderer accepts the Combined Authority’s right to publish details of expenditure as well as information contained within the Tenderer’s Tender.
  9. Bribery and Corruption. The Combined Authority reserves the right to reject any Tender or terminate the contract if the Tenderer or anyone on its behalf bribes or tries to bribe anyone in connection with any aspect of the Tender process or commits an offence under the **Prevention of Corruption Acts 1889-1916** or money laundering regulations.

Tenderers should not attempt to canvass any Member or Officer of the Combined Authority about this tendering process or try and obtain confidential information relating to the service or the tendering process from anyone associated with the contract or from any other past or present contractor to the Combined Authority. If you do so your Tender is likely to be rejected.

The Combined Authority takes these issues very seriously. It encourages all Tenderers to contact the Procurement team if any Combined Authority representative, employee or other Tenderer or potential Tenderer approaches them and either attempts to engage them in any such activity or infers that they could do so.

* 1. Transfer of Undertakings and Protection of Employment Regulations (TUPE): The Combined Authority does not consider any person to be in scope of TUPE in the delivery of the services of this contract.
  2. Publicity: Tenderers must obtain the express written consent from the Combined Authority before any disclosures are made to the press or in any other public domain relating to this ITT process or any subsequent Contract. Tenderers are not permitted to:

1. Make a public statement or communicate in any form with the media in connection with this procurement process without first obtaining the prior written consent of the Combined Authority; and/or
2. Use any trademarks, logos or any other intellectual property rights associated with the Combined Authority; and/or
3. Represent that the Tenderer is directly or indirectly associated in any way with the Combined Authority; and/or
4. Engage in any form of ambush marketing or marketing which creates, implies, or refers to an association between the Tenderer and the Combined Authority; and/or
5. Do anything or refrain from doing anything which would have an adverse effect on or embarrass the Combined Authority.

If required, Tenderers should seek further guidance from the Combined Authority through the e-Procurement portal.