INVITATION TO TENDER FOR ORGANIC WASTE DISPOSAL

Strategic Procurement

DN 462794

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Section 1 – Introduction

1.1. Description of Supply Requirement:

On 1 April 2019 Bournemouth Borough Council (BBC), Christchurch Borough Council (CBC) and Borough of Poole (BoP) were replaced by a new council named Bournemouth, Christchurch and Poole Council (BCP Council). BCP Council (the Council) covers the areas of Bournemouth, Christchurch and Poole.

Prior to 1 April 2019 Bournemouth and Poole were operating as separate unitary authorities.

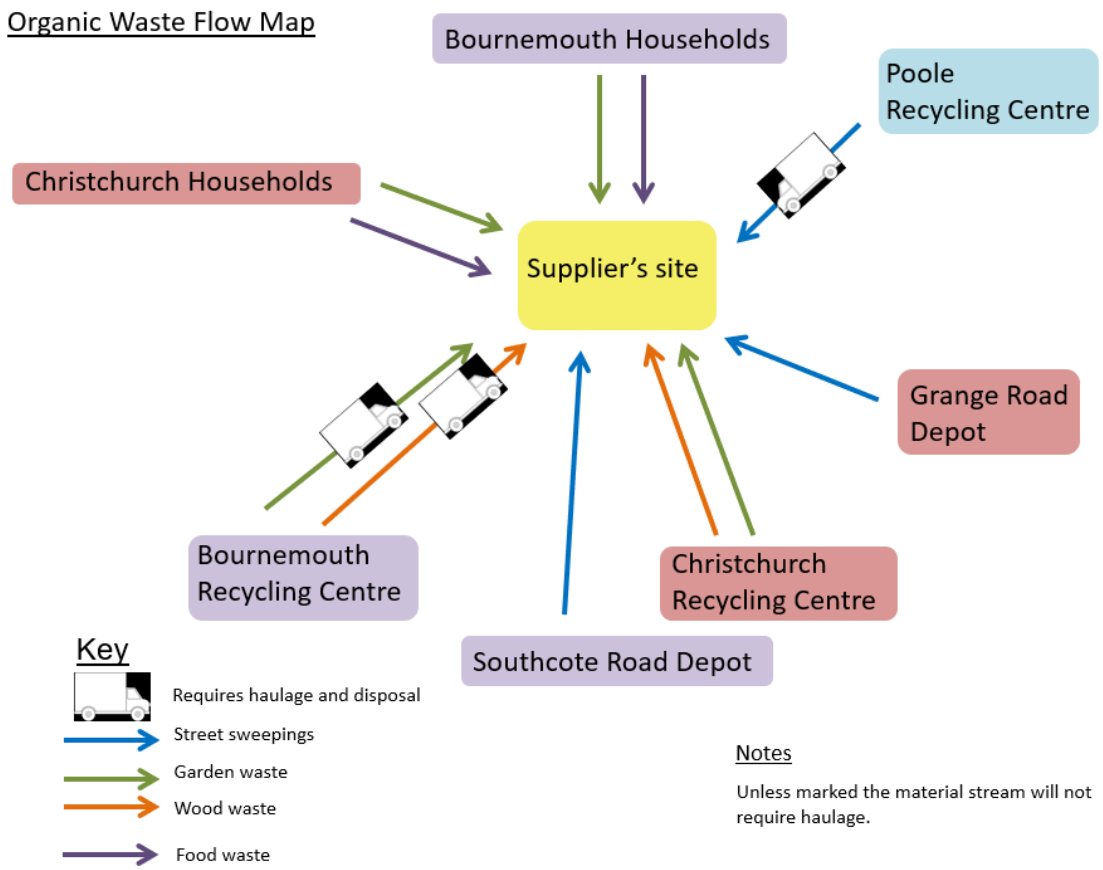
Prior to 1 April 2019 Christchurch waste services were part of an organisation lead by Dorset County Council, known as Dorset Waste Partnership (DWP).

From 1 April 2019 to 31 March 2020 Christchurch waste services were operated by Dorset Council. Responsibility for Christchurch waste services transferred to BCP Council on 1st April 2020.

Due to the contracts awarded by the legacy councils there is a long-term contract with Viridor Waste Management which runs until 2027 for the collection and disposal of green and wood waste from the Poole area.

BCP Council requires its Contractor to have a site within the local area to enable Council vehicles to directly tip waste materials after collecting from domestic properties.

Whilst the following diagram summarises requirements at the time of tendering bidders note that scope includes all organic waste streams for the entire BCP operational area, including haulage where required, and any current or future BCP operated depot or recycling centre to allow for BCP service redesign:



1.2. Specification:
The specifications which outline the requirements for this contract are attached as a separate documents. Please see the documents prefixed “Appendix 1”
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: • Appendix 1 – Specification – All Lots • Appendix 1.1 – Specification – Lot 1 Green Waste • Appendix 1.2 – Specification – Lot 2 Wood Waste • Appendix 1.3 – Specification – Lot 3 Food Waste • Appendix 1.4 – Specification – Lot 4 Street Sweepings • Appendix 1.5 – Specification – Lot 5 All Organic Waste Streams • Appendix 2 – Site Photos • Appendix 3 – Parent Company Guarantee from Contractor's Parent Company • Appendix 4 – Performance Bond • Appendix 5 – Evaluation Methodology for Lots 1 to 4 • Appendix 6 – Evaluation Methodology for Lot 5 • Tender Response – Part A – Questionnaire (SQ) • Tender Response – Part A ii – Lot 5 Supplementary Selection Questionnaire • Tender Response – Part B – Form of Tender and ACC • Tender Response – Part C – Pricing Evaluation • Tender Response – Part D – Quality Evaluation
1.4. Contract Documentation:
Compostable Waste BCP Contract TCs + Schedules
1.5. Contract Duration:
Initial Contract Duration: 4 years Option(s) to Extend: Yes Quantity of Available Extensions: 2 Duration of Each Extension: 36 months Therefore if the full extension(s) is taken, then the full contract duration shall be 10 years. It is anticipated that the contract will start on 27/10/2020. Options to extend are subject to satisfactory performance throughout the life of the contract and the Council’s confirmation of funding availability (budget).
1.6. Procurement Procedure:
The Council is carrying out this procurement under the Open Procedure pursuant to The Public Contracts Regulations 2015 to procure the Most Economically Advantageous Tender (MEAT) (as outlined within the EU Procurement Directives) 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 been 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
Dispatch of the OJEU Contract Notice by the Council	07 August 2020
ITT Documents made available through ProContract	10 August 2020
Last Date for Raising a Clarification Question	28 August 2020
Deadline for ITT Submission	10 September 2020 By 14:00 (2PM)
Notification of ITT Outcome to Bidders	September 2020
Standstill Period	October 2020
Contract Award Date	October 2020
Contract Start Date	27 October 2020
Contract End Date	31 October 2024

1.8. Estimated Value:

The estimated value of the contract including any possible extensions is £12M.
This is based on £1.2M per year.

1.9. Lots

This contract has been divided into lots which are:

- Lot 1 – Green Waste
- Lot 2 – Wood Waste
- Lot 3 – Food Waste
- Lot 4 – Street Sweepings
- Lot 5 - All Organic Waste Streams

Bidders may tender for one or more of Lots 1 to 4.
Bidders may only tender for Lot 5 if they have tendered for all of Lots 1 to 4.
Bidders note that the Council will not award all 5 lots. Specifically, bidders note that either Lots 1 to 4 will be awarded or Lot 5 will be awarded but not both. The Council will compare the outcomes of Lots 1 to 4 against the outcome of Lot 5, to determine best overall value to the Council.

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 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 Bidder for the service of Organic Waste Disposal.

"SQ" means the Selection Questionnaire

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.

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

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

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

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.

2.12.5. Once an award decision has been reached then the Council will issue Award Decision Notices in order to commence the 10-day standstill period required under Public Contract Regulations 2015. If representations are received during the standstill period, the Council may have to suspend the award of the contract and extend the standstill period until any issues have been resolved.

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.

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.

Section 3 - Conditions for Bidding

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 Bidders 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

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 obligations during the standstill period in accordance with Regulation 86 and 87 of the Public Contract Regulations 2015 (including but not limited to the financial or price score of the successful Bidder);

3.4.1.2. publish information in the Official Journal of the European Union (OJEU) in accordance with Regulation 32 of the Concession Contracts Regulations 2016 concerning any contract awarded (including but not limited to the value of any contract awarded).

3.5. Public Rights of Audit

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.

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**

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:

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**

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

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.

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 exclusions 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

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:

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. **The Transfer of Undertakings (Protection of Employment) Regulations (2006) (as amended) (TUPE)**

3.24.1. The incumbent supplier/provider has informed the Council that it does not currently believe that any of its employees will be eligible to transfer to the new supplier/provider in accordance with TUPE. However bidders must satisfy themselves as to whether any obligations or liabilities will arise.

3.24.2. The application of TUPE will always be a matter of fact based on the individual circumstances of the particular transfer and particular employee 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.

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. 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. Bidders 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.

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.

4.3.2. If there is a legal challenge to the Council's decision to award the Bid which is not resolved before the end of the Bid acceptance period, Bids must remain valid for acceptance for a period of 28 days after the date the challenge is resolved finally whether by agreement between the parties to the challenge or following a decision by the High Court.

4.3.3. The decision of the Council on whether any action by any person amounts to a legal challenge under the preceding paragraph shall be final.

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.

4.5.3.4. If you are bidding for Lot 5 then you are also required to complete and submit 'Tender Response – Part A ii – Lot 5 Supplementary Selection Questionnaire'

Section 5 – The Evaluation Process

Bidders note that:

- Lots 1 to 4 will be evaluated by following the process described within Appendix 5 – Evaluation Methodology for Lots 1 to 4. This process will be followed for each lot.

- Lot 5 will be evaluated by following the process described within Appendix 6 – Evaluation Methodology for Lot 5

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 receive an e-mail notification through the system confirming the response has been submitted.

THANK YOU FOR YOUR INTEREST IN THIS PROCUREMENT