**Invitation to Tender (ITT)**

**Instruction Document**



**Banking Services**

**October 2021**

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# Section 1 – Background and Timetable

## Introduction

* + 1. Folkestone & Hythe District Council (F&HDC) wishes to select and appoint a suitable supplier for Banking Services and invites organisations to submit a tender to meet F&HDC's requirements. The specific requirements for the above are detailed in the Specification at Appendix A.
		2. The contract is anticipated to start on 1st April 2022 and continue for a period of 5 years (with the option to extend for a further period (or periods) of up to 24 months).

## 1.2 itt tIMETABLE

* + 1. The key dates for this tender are outlined in the timetable below.
		2. While we do intend to keep to this schedule, these dates are estimates and we may amend or deviate from the timetable. If we do change the timetable, we will notify you of the changes.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| Wednesday 20th October 2021 | Publication of Invitation to Tender (ITT) document pack |
| Monday 8th November 2021 | Deadline for clarification questions |
| Wednesday 17 November 2021 - 1 PM | Tender Return Date |
| Wednesday 1st December 2021 | Evaluation completed |
| Wednesday 1st December 2021 to Wednesday 8 December 2021 | Successful/unsuccessful notifications |
| 1st April 2022 | Contract start date |

# Section 2 – Supplier Responses

## 2.1 Instructions for Tenderers

* + 1. Read these instructions carefully before completing the Invitation to Tender Supplier Response document. It is your responsibility to make sure the document is fully completed with any other required documents. If you fail to comply with these requirements, we may reject your tender.
		2. By submitting a response to this ITT, you confirm that you understand and can provide services that satisfy the requirements described in our specifications.
		3. Complete the following documents and upload them to the Kent Business Portal ([**kentbusinessportal.org.uk**](https://www.kentbusinessportal.org.uk/)) by attaching them to your online response.
* **ITT supplier response document**
* **Appendix B – Price Schedule**
* **Your proposed Terms & Conditions**

If possible, please return these documents in the file format provided (e.g. .doc, .xls, etc.) or a compatible format. If you need the documents provided to you in an alternative file format, please ask using the 'Messages' function in the portal.

* + 1. You must submit your tender via the **Kent Business Portal**. We cannot accept tenders returned by post or email. If you have any difficulty using the portal, please contact us in plenty of time before the Tender Return Date.
		2. **TUPE** – Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to the contract.
		3. You are permitted to include appendices with your tender to support answers to the quality/technical questions in the **Invitation to Tender Supplier Response document**. Any additional documents you include should be relevant and, if part of your answer to a quality question, comply with any word count limits.
		4. You are not required to submit copies of audited accounts, insurance certificates or company policies with your tender. If you are successful, you must provide these and any other evidence we request, before F&HDC enters into contract with you.
		5. Tenders must be submitted by the Tender Return Date (see section 1.2). We will not consider late tenders unless agreed by the F&HDC's authorised officers in exceptional circumstances.
		6. **Tender Validity –** your tender must be open for acceptance for at least 180 days from the Tender Return Date. We will not accept any changes to your tender in that period, unless a genuine error is found and corrected before we make the award decision.
		7. **Modification & Withdrawal –** You may modify or withdraw your tender at any time before the Tender Return Date. This should be done using the Kent Business Portal. If you need to withdraw your tender after the deadline, please send a message using the 'Messages' function within the portal.
		8. **Queries and Clarifications –** All enquiries about this ITT should be sent using the 'Messages' function within the Kent Business Portal. We will try to answer all questions as quickly as possible before the Clarification Closing Date. We recommend you submit your questions as early as possible.

## 2.2 Price

* + 1. Please complete **Appendix B – Price Schedule**.

 Detailed instructions on how to complete the schedule are included in that document.

* + 1. Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services.
		2. Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.
		3. Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.

2.2.5 Prices must be fixed (i.e. not subject to variation) for the initial 5 year contract period.

* + 1. If we find any arithmetical or mathematical errors in your tender, we will correct them and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your tender is complete, comprehensive and correct.

# Section 3 – General Instructions

* + 1. **Amendments to the ITT -** At any time before the Tender Return Date, F&HDC may amend the ITT document(s). All tenderers will be notified of any changes and F&HDC may choose to change the Tender Return Date to extend the deadline if we consider this necessary.
		2. **F&HDC's Right to Reject or Not to Award –** F&HDC reserves the right to reject any tender, or abort the tender process at any time, or to not award the contract to any organisation, without incurring any liability to the affected tenderers.
		3. **Confidentiality -**All information supplied in connection with this ITT is confidential and by submitting a tender, you agree to be bound by the obligation to preserve the confidentiality of all such information.
		4. **Freedom of Information –** F&HDC is subject to the Freedom of Information Act 2000 and may be required to provide information when requested under the Act. You should identify any information in your tender that you require to remain confidential or consider to be commercially sensitive. We will honour this, if authorised by the provisions of the Act.
		5. **General Data Protection Regulations (GDPR)**

F&HDC processes personal information in accordance with Data Protection Legislation namely the General Data Protection Regulations (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), any applicable national implementing Laws as amended from time to time; the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; all applicable Law about the processing of personal data and privacy.

[Go to F&HDC's Privacy Notice](https://www.folkestone-hythe.gov.uk/privacy) for more information.

* + 1. **Publicity –** Do no advertise or publicise the provision of the goods/services/works or the award of any contract will unless and until F&HDC gives written consent to the advert or article. You must ask permission for each publication and provide a draft of the text for F&HDC's approval.
		2. **Transparency –** F&HDC must comply with transparency obligations and publish certain information about this ITT and any resulting contract(s). F&HDC routinely publishes details of our contracts on the Kent Business Portal and our website, including the estimated value of contracts and the identities of its contractors.

# Section 4 – Evaluation

## 4.1 Evaluation Criteria

* + 1. We will evaluate the tenders to find the 'most economically advantageous tender' (MEAT) based on **40% 'quality' and 60% 'price'.** The weighted quality and price scores will be added together to identify the MEAT.
		2. During the evaluation, we may contact you to clarify something in your tender or to check information in your tender which we think could be incorrect. We will send these questions through the ‘Messages’ function in the Kent Business Portal. You should answer any questions we have promptly by replying to the message in the portal.
		3. We are not responsible for finding errors in your tender. It is your responsibility to make sure your tender is complete, comprehensive and correct. We are not obligated to accept corrections to any errors in your tender which result in your tender being rejected or given a particular score.

## 4.2 QUALITY Evaluation

* + 1. You must complete all questions in Section 1of the **Invitation to Tender Supplier Response document**. Responses to the questionnaire will be evaluated on a pass/fail basis unless the question states otherwise. Any organisation which fails any section of the questionnaire will be disqualified and their tender will be rejected.
		2. We will assess the 'quality' part of your tender using your responses to the quality questions set out in Section 2.2 of the **Invitation to Tender Supplier Response document.** These questions are based on the parts of the service that we consider to be the most important to F&HDC.
		3. Any organisation which fails any headline questions at Section 2.1 (pass/fail) will be disqualified and their tender will be rejected.
		4. The maximum quality score of 40% is divided across each of the quality questions in Section 2.2. The weighting of each question is shown below.
* Q1: Relationship Management 10 %
* Q2: Service Delivery & Query Resolution 10 %
* Q3: Implementation 10 %
* Q4: Social Value 5 %
* Q5: Carbon Emissions 5 %
* **Total Quality Score 40** **%**
	+ 1. Each question will be scored 0-5 based on the scoring matrix detailed underneath each question in the **Invitation to Tender Supplier Response document.**
		2. We will score your answers to the quality questions out of a maximum of 5 points each (as above) and calculate a weighted score for the question.

**EXAMPLE**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question** | **Weighting** | **Score (out of 5)** | **Weighted Score** |
| Question 1 | 10% | 4 | 8 |

Question 1 is weighted 10% and the suppliers response received a score of 4 out of 5. The following formula is therefore applied:

 = (Weighting / maximum score) \* score awarded = Criteria awarded %

 = (10/5)\*4 = 8

* + 1. If more than one person scores the tenders, a consensus scoring mechanism will be used (i.e. the panel will agree a score for each marked element).

## 4.3 price EVALUATION

* + 1. Before finalising the evaluation of the pricing submissions, the Council will review and refer the implementation plans to its various service areas to estimate the transition cost for each one of the tenders received (including the incumbent bank, if they tender). These estimated costs will then be added to the pricing of each tender submitted.
		2. We will score your price against the lowest price offered.

The lowest price will receive the full score of 60%. Higher bids will be weighed using the following formula: (lowest price ÷ your price) × weighting.

**EXAMPLE**

|  |  |  |
| --- | --- | --- |
|   | **Bid** | **Weighted Score** |
| **Supplier 1** | £12,000 | 60 (maximum score available) |
| **Supplier 2** | £15,000 | 48 |
| **Supplier 3** | £24,000 | 30 |

* + 1. If your tendered price appears to be abnormally low, we may ask for an explanation and more detailed breakdowns of your pricing. If we are not satisfied with the explanation, we may reject your tender as non-compliant with the requirements of the specification.

## 4.4 notification

* + 1. Once we have completed the evaluation, we will send all suppliers an 'Intention to Award' letter confirming whether their tender is successful or unsuccessful. This letter will include some feedback on your tender and the details of who to contact for more information about our decision.
		2. If the estimated contract value is greater than applicable EU threshold, F&HDC is required to hold a mandatory standstill period of 10 days. The Intention to Award letter will confirm the date this period will end. We will not enter into contract before the end of the standstill period.

# Section 5 – Terms and Conditions of Contract

* + 1. F&HDC accepts that this is a specialist service and therefore the Council’s standard Terms and Conditions of Contract may not be appropriate.
		2. You must therefore submit your proposed Terms and Conditions (i.e. that will apply to the services required by the Council) by attaching them to your online response.