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**LINCOLNSHIRE COUNTY COUNCIL**

**SELECTION QUESTIONNAIRE**

**INSTRUCTIONS**

**FOR**

The repair and maintenance of CCTV systems, smoke/ fire detection systems, automatic gate systems with an access control system and electric fences

**PROJECT REFERENCE: WS/PL2202**

**CONTRACT NOTICE REFERENCE: 2022/S 000-025362**

**DATE: 9th September 2022**

**DEADLINE FOR SQ SUBMISSION: 14th October 2022 at 12:00 noon**

**SECTION 1 – INTRODUCTION**

1. Introduction
   1. This Selection Questionnaire ("SQ") is being made available by the Council to Candidates expressing an interest in taking part in the Procurement.
   2. The instructions provided in this SQ are provided to assist Candidates in responding to the SQ. The instructions provided in or with this SQ supersede any other instructions previously provided by the Council. Any changes to the instructions provided in this SQ will be notified to Candidates.
   3. Capitalised terms and expressions shall have the meanings ascribed to them in Appendix 1.
   4. The Conditions of Procurement in Appendix 2 regulate the conduct of Candidates and the Council throughout the Procurement.
   5. All references to a "Paragraph", "Section" or "Appendix" are to a Paragraph, Section or Appendix of this SQ unless otherwise stated. All references to a "Part" are to a Part of Document 2, Section 2 unless otherwise stated.

**SECTION 2 – BACKGROUND**

1. Background
   1. Purpose of this SQ
   2. This SQ relates to The repair and maintenance of CCTV systems, smoke/ fire detection systems, automatic gate systems with an access control system and electric fences advertised in the Contract Notice.
   3. This is a Restricted Procedure procurement conducted in accordance with the general principles of transparency, non-discrimination and equal treatment, and in accordance with the procedure set out in Regulation 28 of the Public Contracts Regulations 2015.
   4. Candidates are invited to complete this SQ to determine their suitability. Following assessment of Candidates' SQ Submission, the Council will prepare a shortlist of 5 (five) Candidates who have passed all relevant sections of the SQ and have achieved the highest scores in the SQ assessment. Where less than 5 (five) Candidates qualify for the shortlist, the Council reserves the right to proceed with the procurement in line with Regulation 65(7).
   5. Only Candidates who are successful at this stage will be invited to submit a tender. Those Candidates who are unsuccessful at this stage will be notified by the Council.
   6. This document should be read in conjunction with the following Documents which have been made available at this stage of the procurement process.

* ITT Document 1 – Instructions
* ITT Document 2 – Specification
* ITT Document 3 – Bidders Response
* ITT Document 4 – Contract
* Document 5 – Pre market engagement responses
  1. Organisation of this SQ
  2. The SQ is structured as follows:

Document 1: Instructions

* + - 1. Section 1: Introduction
      2. Section 2: Background
      3. Section 3: Instructions for Completion
      4. Section 4: Qualification Approach
      5. Section 5: SQ Evaluation Criteria and Weighting
      6. Appendix 1: Definitions
      7. Appendix 2: Conditions of Procurement

Document 2: Selection Questionnaire

* + - 1. Section 1: Commercially Sensitive Information
      2. Section 2: Questionnaire
  1. Timetable
  2. The proposed timetable for the procurement process is as follows:

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| **Description** | **Date** |
| Issue of Contract Notice, SQ and other Procurement Documents which have been made available at this stage. | 9h September |
| Deadline for receipt of SQ clarifications via the Portal. | 7th October 12:00 noon |
| Deadline for SQ Submission uploaded onto the Portal. | 14th October 12:00 noon |
| Notification of shortlisting decision | 25th November |
| Issue of ITT | 25th November |
| Deadline for receipt of ITT queries via the Portal. | 13th December 12:00 noon |
| Deadline for receipt of Tender Submissions | 20th December 12:00 noon |
| Evaluation of Tender Submissions | 3rd January – 6th February |
| Internal Governance | 7th – 9th February |
| Notification of Preferred Bidder and Standstill Period | 10th February – 20th February |
| Contract Award | 21st February |
| Commencement Date | 22nd February |
| Service Commencement Date | 1st April |

* 1. This timetable is indicative and the Council reserves the right at its absolute discretion to vary the timetable at any point.
  2. Queries from Candidates
  3. Any queries or requests for clarification about the Procurement and/or this SQ must be submitted via the Proactis Pro-Contract Tender Portal only, no later than the deadline in paragraph 2.9 to allow the Council sufficient time to respond to all concerned prior to the closing date for receipt of completed SQ Submissions. The Council may not answer any questions submitted after this date. The Council will endeavour to respond to requests for clarification as soon as possible.
  4. If there is a technical issue with the Portal, please contact the ProContract helpdesk at <https://procontract.due-north.com/Login>. If there is a technical issue with the Portal which impacts the submission of the completed SQ Submission on the Portal, Candidates should also contact the Council at Procurement.Lincolnshire@lincolnshire.gov.uk.
  5. Where the Council considers any queries or requests for clarification to be of material significance, it may communicate both query and the response to all interested parties who have responded. If a Candidate does not wish for a query or response to be disclosed to other Candidates because it believes the query to be of a commercially confidential nature, it must communicate this and the reason why to the Council. The Council will consider the request in the event the Council does not consider the query to be commercially sensitive it will commutate this with the Bidder. The Bidder will then have the opportunity to either withdraw the query or proceed with the query that will be disclosed with the response to all interested parties. For the purpose of disclosure to interested parties, the Council will anonymise all queries.
  6. It is the responsibility of each Candidate to monitor all clarifications issued by the Council. The Council accepts no liability for any Candidate's failure to keep abreast of clarifications issued.
  7. Candidate contact point
  8. Candidates will have created a user account when registering for ProContract. The user account will include details of the Candidate's primary contact point for all communications. It is the sole responsibility of each Candidate to ensure that the contact information it has entered for its organisation on the Portal is accurate and up to date.
  9. The Council will only communicate with the Candidate via the Portal and the Council shall not be responsible for contacting the Candidate through any other route.

**SECTION 3 – INSTRUCTIONS FOR COMPLETION**

1. instructions for completion
   1. The questionnaire is located in Document 2. Candidates must complete all parts of the questionnaire, providing all necessary supporting information, before uploading their response onto the Portal.
   2. Candidates must answer all questions as accurately and concisely as possible. Where a question is not relevant to the Candidate, this should be indicated by selecting "N/A" and providing a supporting explanation.
   3. Any supporting information (other than the pre-prepared material such as company reports and accounts) provided in response to a question (where requested) should be presented in the same order as the SQ questions and should be clearly marked with the relevant question number as well as the name of the Candidate and/or Related Organisation it refers to. Supporting information should not include any Candidate-specific branding. Under no circumstances should the Candidate provide general marketing or other materials. If such literature is submitted, it will be disregarded.
   4. Text based information should be in **11-point,** **Arial font** using 2.5cm page margins on A4 sized paper. Text in diagrams should not be any smaller than 8-point, Arial font.
   5. Financial information must be stated in Pounds Sterling.
   6. Where a word or page limit has been stipulated, only the information within this word or page limit will be assessed. Unless expressly stated otherwise, additional information will not be assessed and therefore should not be submitted. This includes any hyperlinks inserted into the submission. Candidates should note that the Council will limit any assessment to the stipulated length of any such answer and the remainder of the response will not be considered or assessed.
   7. Text in diagrams will not be included within the word count. However, if a Candidate's use of words within diagrams is excessive and/or appears intended to circumvent the word count then the Council reserves the right to include it in the word count.
   8. Questions must be answered in English.
   9. In respect of individual question responses, Candidates should ensure that each response is self contained and does not seek to rely upon cross-referencing to responses provided in respect of other questions. For the avoidance of doubt, unless otherwise stated, no account will be taken in the assessment of the response to a particular question of information referenced and contained in a response or responses to other questions.
   10. Confidentiality and References
   11. The Council reserves the right to contact the named customer contacts identified in response to Question 6.1 by email in order to take up references. The named contact provided should be able to provide the evidence requested in Question 6.1 to confirm the accuracy of the information provided in response to that question. The Council reserves the right to seek clarification from Candidates in line with paragraph 4.15 following the taking up of references.
   12. The Council confirms that it will keep confidential and will not will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the PCR 2015, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
   13. Prime Contractors, Consortia, Joint Ventures, Key Sub-contractors, Parent and Other Group Companies
   14. The Council invites Candidates to determine how best they respond to this SQ and whether they bid as a Prime Contractor, or as a Consortium or Joint Venture, and whether to bid with Key Sub-contractors (i.e. where a sub-contractor is being relied on to satisfy the financial, technical or professional criteria).
   15. When applying as part of a group or making use of Key Sub-contractors, the way the SQ is filled out is slightly different. The SQ includes a self-declaration, made by the Candidate, that it does not meet any of the grounds for exclusion. If there are any grounds for exclusion, then there is an opportunity to rectify the situation. **Consequently, the Council requires all organisations that the Candidate will rely on to meet the selection criteria to provide a complete response to the questions in Part 1 and Part 2**. This means that where the Candidate is a Consortium, Joint Venture or other grouping, each organisation in that group must complete one of these self-declarations and/or where the Candidate is relying on Key Sub-contractors, each Key Sub-contractor must complete one of these self-declarations and/or where the Candidate is relying on a parent or other group companies to fulfil the selection criteria, the parent or other group companies must complete one of these self-declarations.
   16. The Council has different completion requirements in respect of the questions in Part 3. A summary of which party or parties (where bidding as a Consortium, Joint Venture or with Sub-contractors) should respond to each question is included in the table in paragraph 3.24.
   17. If you are bidding as a Prime Contractor:
       1. this must be clearly stated within the SQ; and
       2. the Candidate must confirm in response to Question 1.2 that, as the Prime Contractor, it will accept full contractual responsibility for the delivery of all the required services required from itself and, if relevant, any of its Key Sub-contractors and sub-contractors.
   18. If you are bidding as a Consortium or Joint Venture:
       1. this must be clearly stated within the SQ;
       2. the Consortium or Joint Venture may be required to form a single legal entity to enter into the proposed Contract(s) at the Council's discretion;
       3. entities that intend to bid together as a Consortium or Joint Venture will be collectively referred to as a "Candidate". Where a Consortium or Joint Venture is currently made up of more than one legal vehicle, the Consortium or Joint Venture as appropriate must provide to the Council one name that it wishes to be identified as during the Procurement (as set out in Question 1.2(a)); and
       4. you must complete the SQ Submission in accordance with the instructions in the table in paragraph 3.24.
   19. If you are relying on a parent or other group company to fulfil the selection criteria:
       1. this must be clearly stated within the SQ;
       2. a parent company guarantee may be required if the Candidate is successful; and
       3. you must complete SQ Submission in accordance with the instructions in the table in paragraph 3.24.
   20. If you propose to use a Key Sub-contractor in the delivery of the Contract(s) (see Appendix 1 (Definitions) of this SQ for definition of Key Sub-contractor):
       1. this must be clearly stated in response to Question 1.2;

and

* + 1. you must complete the SQ Submission in accordance with the instructions in the table in paragraph 3.24.
  1. The Council reserves the right to require that certain critical tasks are performed directly by the Candidate, or where the Candidate is a Consortium or Joint Venture, by a participant in a Consortium or Joint Venture, in accordance with Regulation 63 of the PCR 2015.
  2. Within this SQ, the Council requires confirmation as to the relationship between the Candidate and each Related Organisation, as well as detailed information concerning the Related Organisations.
  3. The Council recognises that arrangements in relation to consortia and sub-contracting may, within limits, be subject to future change. Candidates should therefore respond in light of such arrangements as they are currently envisaged. Following the SQ Submission any proposed changes to any Member of a Candidate must be notified to the Council promptly in accordance with the Conditions of Procurement.
  4. Guidance for provision of SQ Submission
  5. The sections of the SQ must be completed as set out in the table below.
  6. The Council reserves the right to require additional entities to complete one or more parts of the SQ (at any time during the Procurement).

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| **SQ Section** | **SQ Question** | **If the Candidate is a Prime Contractor** | **If the Candidate is a Consortium or Joint Venture or proposes to rely on the capacity of Key Sub‑contractors, parent or group companies** |
| Part 1 – Potential Supplier Information | 1.1 to 1.3 | The Candidate | All Consortium / Joint Venture members / Key Sub-contractors / Parent / Group company |
| Part 2 - Mandatory Exclusions | 2.1 to 2.3 | The Candidate | All Consortium / Joint Venture members / Key Sub-contractors Parent / Group company |
| Part 2 - Discretionary Exclusions | 3.1 to 3.2 | The Candidate | All Consortium / Joint Venture members / Key Sub-contractors Parent / Group company |
| Part 3 – Selection Questions | 4.1 to 4.2 (Economic and Financial Standing) | The Candidate | All Consortium / Joint Venture members / Key Sub-contractors Parent / Group company |
|  | 5.2 to 5.3 (Wider Groups) | The Candidate | All Consortium / Joint Venture members / Key Sub-contractors Parent / Group company |
|  | 6.1 to 6.3 (Technical and Professional Ability) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
|  | 7.1 to 7.2 (Modern Slavery) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
| Part 3 – Additional Questions | 8.1  (Insurance) | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
|  | 8.3 Health and Safety | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
|  | 8.4 Data Protection | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
|  | 8.5 Scored Questions  SQ 1 Technical and Professional scored question | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
|  | SQ2 Health and Safety scored question | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |
|  | SQ3 Resources scored question | The Candidate | A single composite response on behalf of all Consortium / Joint Venture members / Key Sub-contractors |

* 1. Procedure for submission of SQ Submissions
  2. Candidates must submit their SQ Submissions (a completed Document 2), together with any supporting information requested, on the Portal by no later than the deadline stated in the timetable at paragraph 2.9. Any SQ Submissions received after the deadline or by any other method will not be considered.
  3. The Portal can accept any commonly used file format (e.g. Word, PDF, Excel) up to a maximum file size of 1000MB per file and more than one file can be uploaded.
  4. The Council strongly recommends that Candidates upload SQ Submissions well in advance of the deadline in order to avoid the risk of a late submission. Once the deadline has expired Candidates will not be able to submit an SQ Submission. SQ Submissions via the electronic ProContract tenderbox cannot be accessed or opened by the Council until after the deadline has expired.
  5. The Council may reject as non-compliant any SQ Submission that is not properly completed, that is qualified in any way, or that is not submitted strictly in accordance with the requirements of this SQ.

**SECTION 4 – QUALIFICATION APPROACH**

1. Qualification Approach
   1. This Section 4 of the SQ sets out the process that the Council will use to assess SQ Submissions and explains the staged approach to the assessment.
   2. The Council reserves the right to run any of the stages in parallel.
   3. Stage 1 – Preliminary completeness stage
   4. The SQ Submission will be checked for completeness before being assessed.
   5. The Council may request that the Candidate clarifies their SQ Submission in accordance with paragraph 4.15. The Council reserves the right to exclude Candidates whose SQ Submissions are incomplete. Further details regarding the clarification process are given at paragraph 4.15.
   6. Stage 2 – Mandatory / discretionary exclusion
   7. Responses to the questions in Part 2 (Exclusion Grounds) will be assessed on a Pass/Fail basis, as follows:
      1. an SQ Submission will be marked as a 'Fail' and will be excluded from the Procurement where a Candidate answers 'Yes' to any of Questions 2.1, 2.3 or 3.1 of the SQ, subject to the self-cleaning guidance in paragraph 4.7.3 below; and
      2. where a Candidate answers 'Yes' in respect of any of Questions 2.1, 2.3 or 3.1, the Council will consider responses in order to determine if the Candidate should not be excluded from the Procurement in accordance with the self-cleaning guidance described in paragraph 4.7.3 below.
      3. Self-Cleaning Guidance
      4. If the Candidate declares the existence of any grounds for exclusion (in Part 2 of the SQ), there is an opportunity for the Candidate to explain the background and the measures the Candidate has taken to rectify the situation (referred to as "self-cleaning").
      5. In these circumstances, Candidates must demonstrate to the Council's satisfaction that they have taken effective remedial action. In order for the evidence provided to be sufficient it must, as a minimum, demonstrate that the Candidate has "self-cleaned" by doing the following:
         1. paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
         2. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
         3. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.
      6. The actions agreed on Deferred Prosecution Agreements may be submitted as evidence of self-cleaning and will be assessed by the Council as described in the following bullet points:
         1. The measures taken will be assessed taking into account the gravity, the circumstances of the criminal offence or misconduct and the action taken. If the Council considers such evidence as sufficient, the Candidate will continue in the Procurement; and
         2. If the Candidate cannot provide evidence of self-cleaning that is acceptable to the Council, it will be excluded from the competition. The Council will provide an explanation to the Candidate setting out the reasons for self-cleaning to be found to be lacking.
   8. The Council's decision is final.
   9. Stage 3 – Selection questions assessment
   10. For Candidates that have passed Stage 1 and Stage 2, the Council will assess responses provided to questions in Part 3 (Selection Questions) in accordance with the evaluation criteria and guidance in Section 5.
   11. Following the assessment of Candidates' SQ Submissions, a shortlist of the 5 (five) Candidates that have passed all relevant sections of the SQ and have achieved the highest scores in the SQ assessment will be invited to submit a tender.
   12. Where any Candidates scores a "0 or 1" in any of the questions in Questions the Council reserves the right in its absolute discretion to exclude that Candidate from the competition
   13. In the event of a tie between two or more Candidates for the 5th place, the Council reserves the right to take forward all Candidates tied at 5th place to the next stage of the Procurement.
   14. Those Candidates who are unsuccessful at this stage will be notified by the Council.
   15. Clarifications
   16. Following receipt and initial review of each Candidate’s SQ Submission the Council may need to seek clarifications from Candidates where information submitted appears to be incomplete or erroneous. In these circumstances, the Council reserves the right to request the Candidate to submit, supplement, clarify or complete the information or documentation provided with the SQ Submission. The Council will make the request via the Portal. Where the Council makes a request to a specific Candidate for any such additional information or points of clarification, a Candidate will have two (2) working days to provide the documentation by the medium requested (preference will always be to upload onto the Portal). Any such clarification received shall then be added to that Candidate's response for the purposes of the assessment. Where the information is incomplete, inaccurate, or clarifications have not been forthcoming, and the resulting gaps are material and make it impossible to carry out the assessment according to the stated methodology, the Council may determine that these are grounds for the Candidate to be rejected from the Procurement. Where a Candidate asks for a longer period than two (2) working days this will be considered by the Council in light of the reasons given; and the Council may grant a longer period if it considers that this is reasonable and will not slow down the overall SQ process.

**SECTION 5 – SQ EVALUATION CRITERIA AND WEIGHTING**

1. SQ Evaluation Criteria AND Weighting
   1. This section of the SQ sets out the criteria that the Council will use to evaluate SQ Submissions.
   2. Selection Criteria and Weightings
   3. Unless otherwise stated in this SQ, the following criteria types shall be used as follows:
      1. Pass/Fail – Candidates must achieve a 'Pass' for each of these questions. Candidates who do not meet the set minimum 'Pass' requirement will be excluded from the procurement.
      2. For information only – used to gather general information about the Candidate but not scored. However, a response is required.
      3. Scored – scored in accordance with the assessment criteria contained within the scoring matrix provided at paragraph 5.4.

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| **SQ Section** | **SQ Question** | **Criteria type** | **The minimum 'Pass' requirement (where applicable).** |
| **Part 1 – Potential Supplier Information** | | | |
| 1 – Potential Supplier Information | 1.1 to 1.2 | For information only | For information only. |
| **Part 2 – Exclusion Grounds** | | | |
| 2 - Mandatory Exclusions | 2.1 to 2.3 | Pass/Fail | See paragraph 4.6 for detailed methodology. |
| 3 – Discretionary Exclusions | 3.1 to 3.2 | Pass/Fail | See paragraph 4.6 for detailed methodology. |
| **Part 3 – Selection Questions** | | | |
| 4 – Economic and Financial Standing | 4.1 to 4.2 | Pass/Fail | To pass this financial assessment Bidders must be able to provide one of the following:  a copy of your audited accounts for the last three years, if requested, or  A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation, or  A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position, or  Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).  and meet a minimum of 2 out of the 3 criteria detailed below  Upper limit for individual contracts- Bidder’s annual turnover from their latest filed and audited accounts must as a minimum be £500,000  Assessment of Financial Standing – Bidders must have achieved a positive cash flow for any 2 out of the last 3 years of filed and audited accounts.  Cash flow – Bidders must demonstrate their ability to finance cash flow of £11,500. |
| 5 – Wider Groups | 5.1 to 5.3 | Pass/Fail | To 'Pass' a Candidate has confirmed its willingness to provide a parent company guarantee or other guarantee of performance and financial standing to the equivalent value.  If a Candidate has indicated in the SQ Submission that it is part of a wider group and will not be able to provide a parent company guarantee or obtain guarantee elsewhere, for example from a bank, it will be given a 'Fail' for this section. |
| 6 - Technical and Professional Ability | 6.1 | For information only | For information only – responses should be linked to Questions *SQ1-A, SQ1-B, SQ2-A, SQ2-B, SQ2C & SQ3-A* If a Candidate is unable to provide at least one example of a contract that is relevant to the Council's requirement, the Candidate must respond to Question 6.3. |
|  | 6.2 (Healthy supply chains) | For information only | For information only. |
| 7 – Modern Slavery Act | 7.1 to 7.2 | Pass/Fail | A Candidate will 'Pass' if it selects "yes" to Question 7.1 and 7.2 to confirm that it is a relevant commercial organisation as defined by section 54 of the Modern Slavery Act 2015 and is compliant with the annual reporting guidelines contained within section 54 of that Act and it is willing to provide a website url address link to its organisation's website showing its statement. If a Candidate does not have a website, it will 'Pass' if it is willing to provide a copy of its Slavery and Human Trafficking statement upon request. Alternatively, a Candidate will pass if this is not applicable to your organisation.  If a Candidate who is a relevant commercial organisation selects "no" to Question 7.2 and does not provide a suitable explanation, it will be given a 'Fail' for this section. |
| 8 – Additional Questions | 8.1 (Insurance) | Pass/Fail | To 'Pass' a Candidate must select "yes" to Question 8.1 to confirm that it has the required minimum levels of insurance or commits to obtain those levels prior to commencement of the contract.  A 'Fail' will be given where a Candidate indicates they do not have and will not obtain one or more of the insurances required.  Candidates who self-certify that they meet the requirements to the question will be required to provide evidence of this if they are successful at contract award stage or earlier if required by the Council. |
| 8.3 | Health and Safety  8.3a | Pass / Fail | To Pass this question bidders must select “yes” to confirm that they have (or will have by the Commencement Date) a Health and Safety Policy that complies with current legislative requirements. |
|  | 8.3b | Pass/ Fail | To pass this question Bidders must either select “no” or provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result and demonstrate to the authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches |
|  | 8.3c | Pass/ Fail | To Pass this question bidders using sub-contractors must select “yes” to confirm that they have (or will have by the Commencement Date) processes in place to check whether any of the above circumstances apply to these other organisations. Bidders not using sub-contractors should select N/A to pass. |
| 8.4 | Data Protection  8.4a | Pass/ Fail | To Pass this question bidders must select “yes” to confirm that they have (or will have by the Commencement Date) paid the registration fee to the Information Commissioners Office, or selected N/A if this is not applicable. |
|  | 8.4b | Pass/ Fail | To Pass this question bidders must select “yes” to confirm that they have (or will have by the Commencement Date) a data protection policy in place that sets out your organisations commitment to processing personal data in a manner consistent with the requirements of data protection legislation |
|  | 8.4c | Pass/ Fail | To Pass this question bidders must select “yes” to confirm that they have (or will have by the Commencement Date) appropriate measures in place to ensure that data subjects are able to exercise their individual for example receiving privacy information, access, rectification, deletion and portability of personal data. |
|  | 8.4d | Pass/Fail | To Pass this question bidders must select “yes” to confirm that they have (or will have by the Commencement Date) ensured all necessary controls are in place to legitimise transfers of personal data outside the UK (if such transfers will take place) or have selected N/A if such transfers will not take place. |
|  | 8.4e | Pass/ Fail | To Pass this question bidders must select “yes” to confirm that they will maintain records of all activities involving the processing of personal data or special categories of personal data (if you are required by law to do so) or select N/A if you are not required to do so by Law |
|  | 8.4f | Pass/Fail | To Pass this question bidders must select “yes” to confirm that they will ensure the ongoing confidentiality, integrity and availability of personal data and the resilience of processing systems and services in line with the applicable security controls listed in Schedule 7 of ITT document 1 and regularly test, assess and evaluate the effectiveness of the above measures. |
|  | 8.4g | Pass/Fail | To Pass this question bidders must select “yes” to confirm that they will ensure their staff are (or will have been by the Commencement Date) appropriately trained in line with data protection legislation and are able to safeguard the data which is being processed as part of the contract. |
| Project Specific Questions to assess Technical and Professional Ability | SQ1-A  SQ1-B  SQ2-A  SQ2- B  SQ2-C  SQ3-A | Scored | Scored and weighed in line with the methodology and scoring matrix at paragraph 5.4. below.  SQ1-A – 27%  SQ1-B – 24%  SQ2-A – 14%  SQ2-B – 10%  SQ2-C – 10%  SQ3-A – 15% |

* 1. Scoring Matrix
  2. Scored questions will be assessed and allocated a score from 0-4 using the following scoring methodology:

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| **Score** | **Summary** | **Description** |
| 4 | Good | The response has addressed all the criteria and the examples provided clearly and comprehensively details how these all aspects of the question were delivered by the Candidate.  The response and/or examples provide good assurance that the Candidate and their sub-contractors have all the experience, capacity and capability to operate and manage a contract of this scope, scale and type.  There are no omissions and the risk to the Customer is very low. |
| 3 | Acceptable | The response has addressed all the criteria and the examples provided clearly details how these aspects were delivered by the candidate, but in some minor areas lacks fullness, clarity, or detail.  The response and/or examples provide an acceptable level of assurance that the Candidate and their sub-contractors have the experience, capacity, and capability to operate and manage a contract of this scope, scale, and type.  There are no more than minor omissions and the risk to the Customer is low. |
| 2 | Limited | The response has addressed some of the criteria and the examples provided lack clarity and/ or detail in describing how some aspects of the question were delivered by the Candidate and/or has material omissions  The response and/or examples provides only limited assurance that the Candidate and their sub-contractors have some of the experience, capacity, and capability to operate and manage a contract of this scope, scale and type.  There are material omissions and the risk to the Customer is medium |
| 1 | Poor | The response has not addressed all the criteria and is general and lacks clarity or detail. And /or the examples fail to describe how some aspects of the question were delivered by the Candidate and/or the examples provided lack detail and/or have major omissions.  The response and/or examples do not provide assurance that the Candidate and their sub-contractors have the experience, capacity and capability to operate and manage a contract of this scope, scale and type.  And/or  No examples were provided or are of no relevance to the Council’s Requirements.  There are significant omissions and the risk to the Customer is high. |
| 0 | Unacceptable | The Candidate has not provided a response or has provided a response which is of no relevance to the question and criteria.  The risk to the Customer is very high |

* 1. The weighted score for each question will be calculated using the following formula:

*"Score achieved/maximum achievable score x weighting = weighted score"*

For example, if a Candidate scores 3 out of 4 for question SQ2-A then the formula will apply as follows:

3 (score achieved) / 4 (maximum achievable score) 14 (weighting for question SQ2-A) = 10.5 weighted score for question 10.5%

* 1. Responses to each of the scored questions will be evaluated using this same formula and will then be added together to give the total weighted score achieved for the Candidate.
  2. The first ranked Candidate will be the one that achieves the highest total weighted score. The remaining Candidates will be ranked accordingly.



1. Definitions

|  |  |
| --- | --- |
| **Defined Term** | **Definition** |
| **"Advisory Team"** | means the team appointed to advise the Council in respect of the Procurement, including (but not limited to) the team set out in Clause 18 of the Conditions of Procurement. |
| **"Bidder"** | means a Prime Contractor, Joint Venture or Consortium that submits a Tender Submission. |
| **"Candidate"** | means a proposed Prime Contractor, Joint Venture or Consortium. |
| **"Change of Ownership"** | means a change to the structure, control, composition or ownership of a Candidate and/or one or more of its Members, or a change to the membership of a Candidate which is a Consortium, Joint Venture or other such similar group, or a change in one or more of the Key Sub-contractors in the supply chain of a Candidate. |
| **"Conditions of Procurement"** | means the conditions of procurement in Appendix 2 of this SQ. |
| **"Confidential Information"** | means:  the contents of the Procurement Documents;  all information in any of the documents included in the Data Room;  any answers provided by the Council to any questions asked by a Candidate in relation to the documents in the Data Room or in connection with any other aspect of the Procurement;  all information which has either been designated as confidential by the Council in writing or that ought to be considered confidential including commercially sensitive information;  information which relates to the business and affairs of the Council (and its suppliers, service providers, agents, professional advisers and representatives); and  all information which the Candidate receives or obtains as a result of its involvement in the Procurement. |
| **"Consortium"** | means an association of two or more organisations joining together for the purposes of expressing an interest in taking part in the Procurement or taking part by submitting an SQ Submission and who have not formed a legal entity at this point in the Procurement, and Consortia shall be construed accordingly. |
| **"Contract Notice"** | means the [contract notice with reference **2022/S 000-025362** published on Find a Tender Service on 9/9/22 |
| **"Contract"** | means the contract to be entered into by the Council with the Preferred Bidder. |
| **"Council"** | means Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL. |
| **"Council's Requirements"** | means the requirements set out in Section 1 Specification of the ITT document 1. |
| **"Data Protection Legislation"** | (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy. |
| **"Data Room"** | means the data room that is accessible via the ProContract portal (<https://procontract.due-north.com/opportunities)>. |
| **"Data Subject"** | has the meaning given to it in the GDPR. |
| **"Economic Operator"** | has the meaning given to it in regulation 2(1) of the Public Contracts Regulations 2015. The term Candidate is used instead of Economic Operator but has the same meaning. |
|  |  |
| **"GDPR"** | means the General Data Protection Regulation ((EU) 2016/679). |
| **"Joint Venture"** | means an association of two or more organisations joining together for the purposes of expressing an interest in taking part in the Procurement or taking part by submitting an SQ Submission, whether or not that association has already formed or intends to form a legal entity. |
| **"Member"** | means those persons, firms or companies that are considered to form part of a Candidate as identified in the SQ Submission. In the case of a Candidate that is a Consortium, Joint Venture or other such group, "Member" means any one, more or all of members of the Consortium, Joint Venture or other such group. In the case of a Candidate that is a Prime Contractor and which has a nominated supply chain, "Member" means (or also means, in the case of a Candidate that is a Consortium, Joint Venture or other such group which has a nominated supply chain) any one, more or all of the Key Sub-contractors in the supply chain. For the purposes of this definition, the Candidate's ultimate parent company is considered to be a Member. |
| **"Party"** | means either the Council or a Candidate, and Parties shall be construed accordingly. |
| **"Personal Data Breach"** | has the meaning given to it in the GDPR. |
| **"Personal Data"** | has the meaning given to it in the GDPR. |
| **"Portal"** | means the Proactis ProContract portal which is a secure exchange module of the ProContract electronic tendering system (<https://procontract.due-north.com/Login>). |
| **"Preferred Bidder"** | means the Bidder selected as providing the most economically advantageous tender following the Council's assessment of the Tender Submissions. |
| **"Prime Contractor"** | means a Candidate which comprises a single lead organisation (person, firm, or company) that has expressed an interest in taking part in the Procurement or that does take part by submitting an SQ Submission. |
| **"Procurement Documents"** | means at this SQ stage of the Procurement, any one, more or all of the procurement documents issued by the Council including (but not limited to) this SQ. This definition shall be updated at later stages of the Procurement. Procurement Documents may also be referred to in the singular to denote one of these documents. |
| **"Procurement"** | means this Restricted Procedure procurement process. |
| **"Project"** | means This Procurement. |
| **"Public Contracts Regulations 2015" or "PCR 2015"** | means the Public Contracts Regulations 2015 (SI 2015 No. 102) as amended, and any such successor legislation which may follow. |
| **"Related Organisation"** | means all entities on which the Candidate is seeking to rely on to meet the selection criteria. For example, these could be parent companies, affiliates, associates or Members (including Key Sub-contractors) and/or financial institutions providing a guarantee. |
| **"SQ Submission"** | means a submission made by a Candidate to the Council in response to this SQ. |
| **"SQ"** | means this selection questionnaire issued by the Council in respect of the Procurement. |
| **"Sub-contractor"** | means a person or business that a Candidate proposes to use, but who is not a Key Sub-contractor. |
| **"Tender Submission"** | means a submission made by a Bidder to the Council in response to the Invitation to Tender that will be issued by the Council. |



1. Conditions of Procurement
2. Introduction
   1. In addition to regulating the conduct of Candidates and the Council throughout the Procurement, these Conditions of Procurement grant the Council specific rights and limit its liability.
   2. Whilst the information in the Procurement Documents is believed to be correct at the time of issue, neither the Council nor its advisors accept any liability for its accuracy, adequacy or completeness, nor is any warrant (express or implied) given as to its accuracy, adequacy or completeness.
   3. The above exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, any of the documents of and appendices to the Procurement Documents and in respect of any other written or oral communication transmitted or otherwise made available to any Candidate, and no representations or warranties are made in relation to such opinions, statements or conclusions.
   4. Despite the above, the Council does not exclude liability for fraud.
   5. Candidates must ensure that they read and understand all of the Procurement Documents. The Procurement Documents do not purport to provide all of the information which may be necessary or desirable to enable a Candidate to determine whether or not to respond to the SQ or ultimately to submit a Tender Submission.
   6. Other than if the Council becomes aware of any fraudulent misrepresentation, the Council is not under, and does not assume, any obligation to update or supplement the Procurement Documents or to correct any inaccuracies or misrepresentations contained in or any omissions from the Procurement Documents, which may exist either at the date of these Conditions of Procurement or subsequently. Information contained in these Conditions of Procurement may change from time to time. The Council reserves the right to amend any information contained in this SQ or any subsequent documentation issued in connection with the Procurement at any time. Any amendments to this SQ will be issued to all Candidates at the simultaneously.
   7. Any information provided to any Candidates as part of the procurement is not intended to form the basis of any investment decision and should not be considered as an investment recommendation by the Council or any of its advisers, agents and representatives.
   8. The timeframes specified in the Procurement Documents are indicative only and may be revised by the Council from time to time. If they are revised, the Council shall notify all the Candidates accordingly.
   9. Capitalised terms used in these Conditions of Procurement shall have the meanings given to them in Appendix 1.
3. CANDIDATE eligibility
   1. Candidates are reminded that the eligibility requirements in the SQ apply to the Procurement at all times.
   2. The Council reserves the right to require Candidates to provide such further information as the Council may require (and for the avoidance of doubt, the Council may make multiple requests) as to any issue addressed in the SQ Submission, including, but not limited to, the economic and financial standing of the Candidate (or any one, more or all of its Members as appropriate) at any stage of the Procurement and prior to the appointment of a Preferred Bidder and/or the award of Contract.
   3. The Council must be notified in writing via the Portal promptly of any proposed changes in the information provided in the SQ Submission (including arrangements in relation to any Member of a Candidate) so that a further assessment can be carried out by applying the exclusion grounds and selection criteria to the new information. The Council reserves the right to take such action as it deems appropriate in the circumstances based on an assessment of the updated information, including (but not limited to) disqualifying the Candidate concerned from the Procurement and/or including requiring the Tender Submission to be updated to reflect the revised arrangements and re-evaluating the Tender Submission on that basis.
4. CONFIRMATION OF INFORMATION PROVIDED
   1. In addition to the provisions of Clause 2 (Applicant Eligibility) of these Conditions of Procurement, the Council reserves the right to:
      1. undertake due diligence on the economic and financial standing of the Bidder during the competition in line with the SQ;
      2. seek evidence at any time during the competition or with the successful Bidder, that Bidders can meet the specified requirements where the SQ required a self-certification of compliance with the selection criteria (including the mandatory and discretionary grounds for exclusion);
      3. seek independent financial and market advice to validate information declared, or to assist in the assessment of Tender Submission responses; and
      4. require a Bidder to confirm that their SQ Submission remains accurate at all stages of the procurement process.
5. Changes of ownership
   1. In addition to the provisions of Clause 2 (Applicant Eligibility) of these Conditions of Procurement, Candidates shall ensure that no Change of Ownership takes effect or is entered into prior to the award date without the prior written consent of the Council.
6. CANDIDATE withdrawal
   1. Candidates may withdraw from the process at any time before the deadline for any Tender Submission by providing written notification to the Council using the secure messaging service on the Portal.
7. Disqualification
   1. A Candidate that contravenes any of the terms and conditions set out in these Conditions of Procurement may, at the sole discretion of the Council, be disqualified from the Procurement.
   2. In addition to its rights set out in the other provisions of this document, the Council reserves the right to reject a SQ Submission or Tender Submission and/or disqualify an Candidate where:
      1. a SQ Submission or Tender Submission is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than as specified within this document or fails to meet the Council's submission requirements which have been notified to Candidates;
      2. the Candidate has breached any of the exclusion grounds and/or does not meet or no longer meets the selection criteria set out in the SQ at any stage during the competition (including but not limited to where there is a change in identity, control, financial standing or other factor);
      3. the Candidate through due diligence is unable to demonstrate their financial capacity for delivery of Contract against the SQ financial assessment;
      4. the Candidate and/or one, more or all of its Members are guilty of material misrepresentation or false statement in relation to its SQ Submission, Tender Submission and/or the process; or
      5. the Candidate breaches the terms and conditions of use for the Portal and terms and conditions of use for the Data Room.
8. Compliance
   1. Candidates agree that in cases where its SQ Submission or Tender Submission is deemed non compliant when compared with the requirements set out within the applicable Procurement Document it may be disqualified from the Procurement.
9. Involvement in multiple bids
   1. The Council reserves the right to make further enquiries where an Candidate is connected with another bid for this Procurement in order to ensure that an Candidate's involvement does not cause conflicts of interest (actual, potential or perceived), capacity problems and/or restrictions or distortions in competition. For example, the Council considers that a Candidate is connected with another bid where a Candidate submits a bid:
      1. in its own name and as a Key Sub-contractor and/or a member of a Consortium connected with a separate bid; and
      2. in its own name which is similar to a separate bid from another Candidate within its group of companies.
   2. The Council may require a Candidate to amend or withdraw all or part of a bid if, in its reasonable opinion, any of the above issues have arisen or may arise.
10. Due diligence
    1. Candidates are solely responsible for obtaining the information which they consider is necessary in order to make all decisions relating to their responses and to undertake any due diligence and investigations they consider necessary in order to verify any information provided to them during this Procurement. Candidates must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the information contained on the Portal, without reliance upon any opinion or other information provided by the Council or any of their advisors. The Council will not warrant/certify any third-party information required by Candidates in formulating their Tender Submission.
    2. For the avoidance of doubt:
       1. Candidates should form their own conclusions about the methods and resources needed to meet the requirements; and
       2. The Council does not accept any responsibility for any assumptions and/or calculations made by the Candidates for their assessment of resources to be employed in meeting the Council's Requirements or for any other assumptions and/or calculations they may have drawn or will draw from any pre-contract discussions.
    3. Candidates will be required to accept and comply with the Portal access rules contained in this SQ.
11. Tender validity
    1. The Tender Submission must remain valid for acceptance for a period of 90 days from the date of the Tender Submission.
12. Costs of participation
    1. Candidates will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this entire Procurement.
    2. The Council shall not be liable to reimburse or compensate the Candidates in respect of any costs. For the avoidance of doubt, the Council shall have no liability whatsoever to Candidates for (i) any costs incurred through participation in the Procurement, including costs incurred in the preparation and submission of the SQ Submission or Tender Submission; (ii) any costs of any amendments or changes made to the Procurement Documents or other documentation by the Council at any time, or discussions or communications and (iii) any costs or any other liability in respect of the cancellation of the procurement process for any reason howsoever arising.
13. CONTACT AND COMMUNICATION
    1. Unless expressly specified otherwise, the Council's named contact point is the sole and central point of contact for Candidates in the competition and in connection with this SQ. Bidders must communicate solely in the manner specified in this SQ.
    2. To ensure consistency and transparency as well as maintain commercial confidentiality, Bidders should not contact the Council other than through the identified channels.
14. Confidentiality
    1. Save to the extent made publicly available by the Council, the information in this SQ is made available on the condition that it is treated as confidential by the Candidate and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a bid or submission to be made (for example disclosure by a Candidate to its insurers who are directly involved in the bid provided that such person has given an undertaking at the time of receipt of the relevant information (and for the benefit of the Council) to keep such information confidential.
    2. Any information provided by the Council to each Candidate at any point during the competition, including the information contained within this SQ, any other information provided to Bidders whether via the Portal, orally or in writing during the process (including any Procurement Documents issued by the Council), and any information acquired by the Candidate through its participation in process, evaluation and any meetings with the Council, is made available on condition that it is treated as confidential by each Candidate and its advisers (except where it is already in the public domain). Candidates must ensure that such information is not disclosed to any other person at any time except and to the extent that this is necessary to enable a bid to be made.

Freedom of Information and environmental information

* 1. The Council is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Council may be disclosed in response to a request made pursuant to the FOIA or the EIR.
  2. In respect of any information submitted by a Candidate that it considers being commercially sensitive, the Candidate should:
     1. clearly identify which information is considered commercially sensitive;
     2. explain the potential implications of disclosure of such information; and
     3. provide an estimate of the period of time for which the Candidate considers that such information will remain commercially sensitive.
  3. The Council will endeavour to:
     1. hold confidential all information submitted by a Candidate that it identifies as being commercially sensitive; and
     2. consult with a Candidate about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
  4. Candidates should note, however, that the final decision on any FOIA request and EIR request rests with the relevant public body, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Council will be obliged to disclose that information in response to a request. Accordingly, the Council cannot guarantee that any information marked "commercially sensitive" will not be disclosed.

1. Intellectual Property
   1. Candidates are reminded that all intellectual property rights, including copyright, in the Procurement Documents and any other documents and materials supplied by the Council and/or its advisers in this Procurement, in whatever format, belongs to the Council, its Advisory Team or the relevant owner/licensor. Candidates shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a SQ Submission or Tender Submission) without the prior written consent of the Council. All documentation supplied by the Council in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by the Candidates.
2. Publicity
   1. Candidates should not make available to the press, or in any other way make public, any information in relation to the Procurement and/or the Contract, the selection of the long or short list of Candidates, the appointment of the Preferred Bidder, the award of the or the Procurement in general without the prior written consent of the Council.
   2. The Council reserves the right to publicise or otherwise disclose to any third party, information in relation to the Procurement and/or the Project, the selection of the long or short list of Candidates (including details of their respective Members, sub-contractors, representatives, advisers, consultants, servants or agents), the Procurement in general or the award of the Contract at any time.
3. Conflict of interest
   1. The purpose of this Clause 18 of these Conditions of Procurement is to define the rules to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Procurement.
   2. The rules described in this Clause 18 are intended to avoid any distortion of competition and to ensure equal treatment of all Candidates in line with the Council's obligation to deal with conflicts of interest as set out in the PCR 2015 (Regulation 24) and more generally its obligation to treat Candidates equally and without discrimination and to act in a transparent and proportionate manner (Regulation 18). Obligations of equal treatment, non-discrimination, transparency and proportionality are also imposed on the Council by virtue of the Treaty on the Functioning of the European Union.
   3. The concept of conflicts of interest is wide. In the PCR 2015 it is described as covering at least "any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure" (Regulation 24(2))."Staff members" refers to staff members of the Council or of a procurement service provider acting on behalf of the Council who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure. "Procurement service provider" refers to a public or private body which offers ancillary purchasing activities on the market.
   4. For illustration purposes and to offer guidance to Candidates who may wish to participate in this Procurement, the Council will regard a conflict of interest arising where:
      1. a staff member from a Candidate and/or one of its sub-contractors is also an adviser to the Council; or
      2. an adviser, agent or sub-contractor to the Candidate in relation to the Procurement has previously been an adviser to the Council in relation to the Procurement and/or the Project, including in relation to the preparation of documents or information relating to the Procurement and/or the Project; or
      3. an adviser, agent, or sub-contractor to a Candidate has previously been an advisor to any other Candidate or Member of any other Candidate in respect of the Project.

For the avoidance of doubt, the list of situations in this Clause 18.4 is non-exhaustive.

* 1. The Council has different types of advisor staff for this stage in the Procurement, including its Procurement advisers, and Legal Advisors
  2. Candidates (or any one or more of their Members) are responsible for ensuring that no actual, potential or perceived conflicts of interest exist between themselves and any of their Advisory Team and the interests of the Council. Candidates must notify the Council immediately of any actual, potential or perceived conflict of interest.
  3. In the event of any actual, potential or perceived conflict of interest, the Council shall in its absolute discretion decide on the appropriate course of action. The Council reserves the right to:
     1. disqualify Candidates where the Candidate fails to notify the Council that there is an actual, potential or perceived conflict of interest or where an actual conflict of interest exists;
     2. request further information from Candidates and require Candidates to put certain measures in place. This may include requiring Candidates to enter into a specific conflict of interest agreement with the Council.
  4. The Council strongly encourages Candidates to contact the Council as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

1. Canvassing and Non‑Collusion
   1. Any attempt by any Candidate (or any one or more of its Members), its advisers or agents to:
      1. directly or indirectly canvass the Council, its Advisory Team or agent in relation to the Procurement;
      2. obtain information on another Candidate or another Tender Submission from any employees of the Council, its Advisory Team or agent;
      3. offer, give or agree to give any gift, inducement, fee or reward to any member, employee, agent or advisor of the Council;
      4. do anything which would constitute an offence under the Bribery Act 2010;
      5. collude with any other person in order to influence the Procurement;
      6. contact any officer, employee, agent or advisor of the Council about any aspect of the Procurement except as authorised in the Procurement Documents, including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Candidate of such employee for the purpose of the competition or for soliciting information in connection with the competition;
      7. fix or adjust the amount or content of any Tender Submission in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed Member of the Candidate, or a supplier, adviser or provider of finance to the Candidate;
      8. communicate to any person other than the Council, or seek or obtain from such other person, information about the amount or content of any Tender Submission, other than in good faith to obtain quotations for supplies, services or finance;
      9. enter into any agreement or arrangement with any other Candidate to fix or adjust the form, content or amount of any Tender Submission;
      10. enter into any agreement or arrangement with any other Candidate that will result in such other Candidate refraining from submitting any Tender Submission;
      11. cause or induce any person to enter any such agreement or to inform the Candidate of its Tender Submission and their contents;
      12. obtain details of the Tender Submission of another Candidate;
      13. carry out any other co-operation or collusion which the Council considers has actually or potentially undermined competition;
      14. communicate to any person other than the Council the contents of any Tender Submission except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of any Tender Submission (for example, for insurance or a guarantee); or
      15. disclose to any person other than the Council and except as permitted by the Procurement Documents the whole or any part or any details of the Procurement,

may result in a Candidate being disqualified from the procurement process, without prejudice to any other civil or legal remedies available to the Council and without prejudice to any criminal liability that such conduct by a Candidate may attract.

1. Solicitation
   1. Candidates are required to undertake that during the Procurement and for a period of twelve months after the award of the Contract they will not solicit the Council's Key Personnel with a view to offering them work or employment. The identity of the Key Personnel is defined in the Procurement Documents and any subsequent changes in the composition of the Key Personnel will be notified in writing by the Council.
2. VARIANTS
   1. The Council does not authorise or accept the submission of variants.
3. Anti-Competitive Behaviour
   1. In order to create a level playing field for Candidates, the Council may require evidence from Candidates that their arrangements are not anti-competitive. The Council reserves the right to require Candidates to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
   2. Any evidence of any anti-competitive behaviour may result in Candidates being disqualified from the procurement process.
4. Right to cancel or vary the PROCUREMENT
   1. Neither the issue of these Conditions of Procurement nor any information given later on in the Procurement Documents or otherwise as part of the competition commits the Council to accept any Tender Submission and/or award any contract pursuant to this procurement and/or constitutes an offer to enter into a contractual relationship.
   2. The Council may in its sole discretion at any time terminate discussions and/or negotiations with any one or more Candidates and/or to discontinue this competition.
   3. The Council reserves the right:
      1. to cancel the Procurement process and assessment process at any stage;
      2. to request further information from Candidates in relation to their SQ Submission and/or any Tender Submission;
      3. to amend the Conditions of Procurement; and/or
      4. not to award any or any one or more contracts as a result of the competition.
   4. The Council may refrain from considering any SQ Submission or any Tender Submission if it is not in accordance with the requirements and conditions set out in the relevant instructions and requirements.
5. Third Parties
   1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.
6. Applicable law
   1. The law of England and Wales is applicable to this Procurement.
   2. The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.
7. CONTRACT
   1. A Tender Submission is an offer to enter into a Contract on the terms of the contents of the bid. Notification of an award decision does not constitute acceptance by the Council. Any document submitted by a Bidder shall only have contractual effect when it is contained within an executed written Contract.
8. bidder warranties
   1. In submitting a Tender Submission, the Bidder warrants, represents and undertakes to the Council that:
      1. it understands and has complied with the conditions set out in this SQ;
      2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder, its staff or agents in connection with or arising out of the SQ are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the SQ;
      3. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the SQ and has not submitted its SQ in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council (with the exception of any information which is expressly warranted by the Council); and
      4. it has full power and authority to respond to this SQ and to perform the obligations in relation to the Contract and will, if requested, promptly produce evidence of such to the Council.