INVITATION TO TENDER FOR VEHICLES – 4x4 ALL-TERRAIN VEHICLE (ATV)

Strategic Procurement

DN452020

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Version: V1.00

Date: 22/01/2020

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Section 1 – Introduction

1.1. Description of Supply Requirements:
The outright purchase of a brand new All-Terrain Vehicle (ATV) for Grounds Maintenance - Beach Operations. Quantity of vehicles: One Contract duration: Vehicle to be delivered by 31 May 2020 Vehicle(s) to be delivered to: Hatchpond Depot, Hatchpond Road, Poole, Dorset BH17 7LQ Address to base call-out information to: as above
1.2. Specification:
The specification which outlines the requirements for this contract is attached as a separate document. Please see the document 'Supplier Response - Part E - Quality Evaluation'
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. Suppliers must ensure that they have reviewed all attachments: • Supplier Response - Part A – Questionnaire • Supplier Response - Part B - Mandatory Requirements • Supplier Response - Part C - Form of Tender and ACC • Supplier Response - Part D - Pricing Evaluation • Supplier Response - Part E - Quality Evaluation
1.4. Terms and Conditions:
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS
1.5. Contract Duration:
The initial vehicle is required by no later than 31 May 2020.
1.6. Procurement Procedure:
The Council is openly advertising this opportunity to procure the Most Economically Advantageous Tender (MEAT) which best meets the Council's requirements. The purpose of this Invitation to Tender (ITT) is to obtain information to assess your organisation's financial and non-financial resources, assess your capacity to deliver and to view relevant policies and procedures in order for the Council to determine whether you are potentially able to deliver the proposed requirement under this contract. Details of the Evaluation Process can be found in Section 5 of this document.

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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 Suppliers via ProContract. The successful Supplier should be available from contract award to commence the service immediately following contract mobilisation.	
Timetable Item	**Date**
ITT Issued	23/01/2019
Last Date for Raising a Clarification Question	03/02/2020
Deadline for ITT Submission	13/02/2020 By 14:00 (2PM)
Notification of ITT Outcome to Suppliers	February 2020
Contract Award Date	February 2020
Contract Start Date	February 2020
Contract End Date	31 May 2020
1.8. Estimated Value:	
The estimated value of the contract including any possible extensions is £30,000.00	

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Section 2 – Instructions to Suppliers

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

"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 the public sector contracting Council, or anyone acting on behalf of the contracting Council, that is seeking to invite suitable Suppliers to participate in this procurement process.

"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 Suppliers may access documents relevant to this procurement and submit tenders (www.supplyingthesouthwest.org.uk)

"You"/"Your" or **"Supplier"** means the body completing the Invitation to Tender. i.e. the legal entity seeking to enter into a contract with the Council and responsible for the information provided. The "Supplier" is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

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2.1. The Invitation to Tender

2.1.1. This ITT is issued inviting tender submissions from organisations wishing to enter into a contract with Bournemouth Christchurch and Poole Council ("the Council").

2.1.2. This ITT sets out how the Council will conduct the procurement process.

2.1.3. All of the ITT documents are supplied to Suppliers electronically. The Council has adopted a web-based electronic supplier and contract management system to manage all Tender processes. The eTendering tool the Council uses is called ProContract and can be found at www.supplyingthesouthwest.org.uk.

2.1.4. It is the Supplier's responsibility to:

2.1.4.1. 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 Tender; and

2.1.4.2. 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 Tender (including price).

2.1.5. Suppliers 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 Supplier 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

2.1.6. Suppliers 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 Tenders 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 Suppliers or any of its supply chain members or advisors in this process.

2.2. Downloading Invitation to Tender and Supplier Response Documents

2.2.1. The Invitation to Tender and Supplier Response documents must be downloaded for completion electronically via ProContract.

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

2.3. Tender Enquiries and Clarification

2.3.1. If a Supplier is in any doubt as to the interpretation of any part of this document, or if a Supplier 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 Tenders. The latest date you can raise your query is indicated in the procurement timetable at the start of this document.

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2.3.2. Suppliers are encouraged to make the best use possible of the clarification process. Suppliers must ensure that they have understood the Council's requirements and any comments received as part of a Supplier's ITT submissions in respect of the contract such as:

2.3.2.1. "for discussion"; or
2.3.2.2. "to be worked up in discussion with the Council"; or

2.3.2.3. other similar statements or drafting notes.

are likely to fare worse on evaluation and may render the Tender unacceptable.

2.3.3. Further details on the submission of questions / clarifications is set out in Section 4 of this document.

2.3.4. The Council may undertake any necessary post-Tender clarification with Suppliers following submission of Tenders.

2.4. Communication with Suppliers

2.4.1. As noted above, the Council has adopted a web-based electronic supplier and contract management system to manage all Tender 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.

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

2.4.3. 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 Supplier after the date and time identified within this document, and prior to the submission date for a Tender, the Council may, in its absolute discretion, respond to the Supplier and provide any additional information to which the Council has access.

2.4.4. 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.

2.4.5. The Council also reserves the right to disseminate information that is materially relevant to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect any Supplier's commercial confidence in its Tender. Should Suppliers 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 Supplier a commercial advantage) the request must be clearly marked "In confidence - not to be circulated to other Suppliers" on the front page of the document and by marking each relevant page of the document as "commercially confidential", and the Supplier must set out the reason(s) for the request for non-disclosure to other Suppliers.

2.4.6. 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 Supplier who has submitted it. The Supplier must

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respond in writing requesting that either the query be withdrawn or treated as not confidential.

2.4.7. It is imperative that Suppliers 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.

2.4.8. 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.

2.4.9. 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.

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

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

2.5. Submission of Tenders

2.5.1. Tenders must be submitted via ProContract prior to the Tender submission deadline no later than **14:00 (2PM)** on the date stipulated on the system. No late submissions, or Tenders received outside of ProContract, will be considered. Incomplete Tenders may be rejected on grounds of non-compliance.

2.5.2. 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 Tender purposes, although fully signed hard copies of any relevant forms may be required prior to contract close.

2.5.3. Each Supplier has access to a dedicated area on ProContract to allow them to upload their Tender. The submitted data cannot be accessed by any other Supplier.

2.5.4. It is the Supplier's sole responsibility to ensure that its Tender 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 Supplier 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.

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

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2.6. Content of Tenders

2.6.1. Tenders 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 Supplier's file(s), however in the event it cannot open the file(s), the Tender may be rejected.

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

2.6.3. Suppliers must enter Tendered prices in the form specified in the ITT. This must include the total price for the goods, services or works, including all costs relating to the provision of the procurement. The tendered prices must be inclusive of all costs.

2.6.4. The Supplier should ensure that they are silent on their tendered price throughout their tender documents, except within the Supplier Response – Part D document. Suppliers should not refer to any sum or part sum submitted within the Supplier Response – Part D document in any other part of their tender submission.

2.6.5. Suppliers 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.

2.6.6. The Supplier 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.

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

2.6.8. The Supplier should not combine the Supplier 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.

2.6.9. Suppliers may elect to submit a European Single Procurement Document (ESPD) as part of their response to confirm that they meet the Supplier Questionnaire requirements as stated in Supplier Response – Part A. Suppliers who elect to submit an ESPD as part of their response are asked to ensure that they can meet the project specific mandatory requirements as stated in Section 8 of the Supplier Response – Part A document.

2.6.10. Failure to submit any of the documentation requested may mean that the tender is deemed invalid.

2.6.11. 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.

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

2.6.13. 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.

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2.6.14. 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.

2.6.15. Any conditional tenders received will be rejected. The Council will not accept a Tender that remains subject to further due diligence. Suppliers must therefore ensure all comments raised by their legal, insurance, technical, financial advisors and funders are fully incorporated into their response.

2.7. Validity Period

2.7.1. Tenders must remain open for acceptance for a period of three months from the Tender return date.

2.8. Mandatory Requirements

2.8.1. The Supplier Response – Part A – Questionnaire sets out the mandatory operational and legal requirements which Suppliers must meet in order to be considered for inclusion. All sections within Part A must be completed. The Supplier 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.

2.8.2. The Supplier Response – Part A document also collects information on the Suppliers organisation, financial status, professional and business standing and operating methodologies. In addition, it also collects information on the specific industry experience, capabilities and qualifications of Suppliers to deliver the required services and requests further information about contracts that can be referenced.

2.8.3. The Supplier Response – Part B – Mandatory Requirements document outlines the Council specific mandatory requirements that the Supplier must meet in order for their submission to be considered. If you cannot meet these mandatory requirements, please do not proceed further with the ITT as your application will be rejected.

2.8.4. Suppliers who self-certify that they meet the requirements outlined in Supplier Response – Part A and Supplier Response – Part B will be required to provide evidence of this if they are successful at contract award stage

2.9. Scoring Information

2.9.1. Project specific questions will be weighted in line with the Evaluation criteria as outlined within The Evaluation Process.

2.10. Presentations, Site Visits and Pre-Contract Meetings

2.10.1. Following submission of responses and during the clarification stage, the Council reserves the right to require each Supplier 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 Suppliers in due course, if required.

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

2.10.3. 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.

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2.10.4. 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.

2.11. Financial References and Tender 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 Tenders, 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 Tenderer's solution is reflected and codified into the contractual documentation.

2.12.3. The Council will notify acceptance through ProContract to the Preferred Bidder(s). The Council will notify the unsuccessful Suppliers in the same way. Suppliers must not contact the Council to find out the outcome before such notification is issued.

2.13. Acceptance of Tenders

2.13.1. No Tender 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.

2.14. Indicative Procurement Timetable

2.14.1. The Council's indicative procurement timetable can be found within this document in the table above at clause 1.7.

2.15. Transfer of Undertakings (Protection of Employment) (TUPE)

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

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

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Section 3 - Conditions for Tendering

3.1. **Notes for Completion**

3.1.1. Any information and/or documents submitted in response to this ITT must relate to the Supplier only. The Supplier 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 associated 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 available on ProContract during the Tender process (the "Associated Documents") are being made available by the Council on condition that:

3.2.1.1. Suppliers shall at all times treat the ITT and the Associated Documents as confidential;

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

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

3.2.1.4. Suppliers shall comply with the provisions of paragraph 25 below (Publicity) which contains restrictions on publicity activity within any section of the media or similar.

3.2.1.5. Suppliers shall ensure that each member of the Suppliers Team who receives any of the ITT information and the Associated Documents is made aware of, and complies with, the provisions of this paragraph as if they were a Supplier.

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

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

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

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

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

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

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

3.3.1. The Council may disclose tender 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 Supplier in response to a request made pursuant to the FoIA or EIR.

3.3.3. If a Supplier considers that any of the information included in its response to the ITT is commercially sensitive and/or confidential, the Supplier 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 Suppliers 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 Suppliers 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 Suppliers.

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

3.4. **Public Rights of Audit**

3.4.1. 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

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the Council has with its suppliers. Tenderers 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.

3.4.2.

3.4.3. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 2018or 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.

3.5. **Government Transparency Initiative – Publication of Tender Documents and Contracts**

3.5.1. The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish on line all tender documents for new contracts valued over £5,000 and the resulting contracts. Tenderers applying for this contract should be aware that if their tender is successful information about the resulting contract will be published and the documents made available to those requesting them. In some cases, limited redactions will be made.

3.6. **Accuracy of Information**

3.6.1. The ITT and the Associated 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 Associated Documents, or the reasonableness of the assumptions on which it may be based. Suppliers should not rely on the information contained in the ITT and the Associated Documents and should carry out their own due diligence checks and verify the accuracy of the information contained in the ITT and the Associated Documents. Nothing in this ITT and the Associated Documents is, or should be construed as, a promise or representation as to the future.

3.6.2. Suppliers 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 Associated 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 Associated Documents or any part of it (including but not limited to loss or damage arising as a result of reliance by the Supplier on the ITT and the Associated Documents or any part of it).

3.7. **Supplier Due Diligence and Warranties**

3.7.1. In submitting its tender, the Supplier warrants, represents and undertakes to the Council that:-

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

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3.7.1.2. 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 Associated Documents and that it has not submitted its Tender 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

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

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

3.7.3. Suppliers shall be responsible for ensuring that their Tenders comply with the requirements set out in this ITT and the Associated Documents.

3.8. **Conflicts**

3.8.1. The Council requires all actual or potential conflicts of interest to be resolved to the Council's satisfaction prior to the submission of a Tender in response to this ITT and the Associated Documents. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Council may result in a Supplier being disqualified.

3.9. **Canvassing**

3.9.1. 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 Supplier or a member of the Supplier's Team may attract) any Supplier or member of the Supplier's team who, in connection with this ITT or any Associated Documents:-

3.9.1.1. 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 Associated Documents;

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

3.9.1.3. 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 Associated Documents;

or

3.9.1.4. contacts any officer of the Council prior to Contract Close about any aspect of the ITT or any Associated 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 Supplier of such officer) or any Associated Document

3.9.2. Suppliers are required to complete the Anti-Collusion and Canvassing Certificate contained within the Tender documents confirming that none of the matters set out above applies when submitting their Tender.

3.10. **Non-Collusion**

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3.10.1. 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 Supplier may attract) any Supplier who, in connection with this ITT or any Associated Documents:-

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

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

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

3.10.1.4. 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 Tender or proposed Tender for the works and/or services or any act or omission;

or

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

3.10.2. Suppliers are required to complete the Form of Tender and Anti-Collusion Certificate contained within the tender documents confirming that none of the matters set out above applies when submitting their Tender.

3.11. **Intellectual Property**

3.11.1. The copyright in this ITT and the Associated Documents is vested in the Council. This ITT and the Associated 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 Tender. All documentation supplied by the Council in relation to this ITT and the Associated Documents is and shall remain the property of the Council and must be returned on demand, without any copies being retained.

3.11.2. 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 Tender resulting in the award of contracts.

3.12. **Publicity**

3.12.1. Suppliers 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 Project 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.

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3.12.2. All media enquiries are to be directed to the Council and Suppliers shall not make any press statement or speak to any member of the print or broadcast media in connection with their Tender or the Project without first obtaining the Council's written consent.

3.13. Council's Right to Reject or Abandon

3.13.1. The Council does not make any representation that a contract shall be offered in accordance with this ITT and the Associated Documents, the publication of which in no way commit the Council to award any contract pursuant to any procurement process for the contract.

3.13.2. The Council reserve the right to reject or disqualify a Supplier at any time where:-

3.13.2.1. a Tender is submitted late, and/or incomplete or which does not comply with the requirements of this ITT or Associated Documents;

3.13.2.2. the Tender is unable to satisfy the terms of Regulation 19 or Regulation 58 of the Public Contracts Regulations 2015 at any stage during the procurement process;

3.13.2.3. the Supplier is guilty of material misrepresentation or false statement in relation to its application and/or the process;

3.13.2.4. the Supplier contravenes any of the terms and conditions of this ITT or any Associated Documents;

3.13.2.5. there is a change in identity, control, financial standing, structure other factor impacting on the selection and/or evaluation process affecting the Supplier;

3.13.2.6. the Supplier introduced a material change to any aspect of its Tender;

3.13.2.7. the Supplier breaches the terms and conditions of use for ProContract; or

3.13.2.8. the Supplier fails to meet a pass threshold as set out in the Evaluation Criteria.

3.13.3. The disqualification of a Supplier will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Supplier may attract.

3.14. Bidding Process and Costs

3.14.1. The Council reserves the right at any time:-

3.14.1.1. not to consider Tenders other than those specified and submitted in accordance with the terms of this ITT and/or the Associated Documents;

3.14.1.2. to issue amendments or modifications to the ITT and/or the Associated Documents during the procurement process;

3.14.1.3. to seek clarification of any aspect of a Supplier's Tender (failure to respond adequately may result in a Tender being rejected);

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

3.14.1.5. to accept any Tender in whole or in part;

3.14.1.6. not to award a contract; and/or

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

3.14.2. The Council will not be liable to the Supplier for any costs, expenses, interest, claims or other losses incurred in connection with the procurement process.

3.15. **Fraud**

3.15.1. Effective anti-fraud and control measures are a key element of good administration to protect public funding. Both Suppliers 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.

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Section 4 – Submission Requirements

4.1. **Submission Requirements**

4.1.1. The tender documents have been structured in order for organisations to quickly identify whether they are able to deliver the requirements for the contract being procured.

4.1.2. Suppliers should review the specification and associated documents to fully understand the Council's requirements.

4.1.3. When submitting a response, Suppliers must first complete the document Supplier Response – Part A – Questionnaire which sets out the mandatory operational and legal requirements which Suppliers must meet in order to be considered for inclusion. All sections within Part A must be completed. The Supplier 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.

4.1.4. Suppliers must then complete the document Supplier Response – Part B – Mandatory Requirements which outlines the Council specific mandatory requirements that the Supplier must meet in order for their submission to be considered. Each question of this document outlines the mandatory requirements for the delivery of the contract and each question will be treated as pass or fail. If you cannot meet these mandatory requirements, please do not proceed further with the ITT as your application will be rejected.

4.1.5. You may contact the Council for advice through ProContract if you are unsure if your company meets the exclusion grounds outlined in 'Supplier Response – Part A – Questionnaire' or mandatory requirements outlined in 'Supplier Response – Part B – Mandatory Requirements' prior to the submission deadline and in accordance with the procurement timetable.

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

4.1.6.1. 'Supplier Response – Part C – 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.

4.1.6.2. 'Supplier Response – Part D – Pricing Evaluation' to submit your pricing for this requirement.

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

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Section 5 - The Evaluation Process

5.1. The Evaluation Process

5.1.1. Tender responses will first be reviewed to ensure that the supplier or any organisation outlined in the bidding model do not meet any of the grounds for exclusion outlined in Supplier Response – Part A – Questionnaire. If any organisation outlined in the bidding model does meet the grounds for exclusion your application will be rejected.

5.1.2. Tender responses will then be reviewed to ensure compliance with the pass/fail criteria as outlined in the Supplier Response – Part B – Mandatory Requirements document. All criteria outlined within this document are pass/fail. If your organisation or, where relevant any organisation outlined in the bidding model, cannot meet the mandatory requirements outlined in the Supplier Response – Part B – Mandatory Requirements document, your application will be rejected.

5.1.3. If completed Part A and Part B documents meet the requirements outlined, the rest of your tender response will then be evaluated in accordance with the criteria outlined below.

5.1.4. The evaluation process will cover two areas:

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

and

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

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

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

Criteria Number	Evaluation Criteria	Evaluation Criteria Weighting (%)
E1	Technical Specification	20%
E2	Complaints procedure	5%
E3	Overdue delivery or unfit for purpose	20%
E4	Delivery period	10%
E5	Extended warranty options	5%
E6	Local engineering support	15%
E7	In-house routine maintenance and servicing	10%
E8	Integration with parts supplier	15%
	TOTAL:	**100%**

5.1.5.2. All Quality Evaluation Criteria questions will be scored in line with the following Quality Scoring Guide table detailed below.

Score	Quality Scoring Guide
5	The response is relevant to the question / criteria and provides a clear explanation of the bidder's approach. The approach outlined is adequate and sufficiently supported by detail and, where relevant, measurable evidence. In all aspects it goes beyond this and provides a particularly robust, innovative, or effective approach

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

5.1.5.3. Suppliers are required to provide a response to all Evaluation Criteria questions set out in Supplier Response – Part E – Quality Evaluation. Supplier responses will explain how the Supplier will meet the Council's requirements.

5.1.5.4. Quality will be evaluated by the Council based on Supplier responses to the Quality Criteria set out in Supplier Response – Part E – Quality Evaluation and any responses to clarifications raised by the Council. In evaluating the responses to the Quality Criteria, the evaluation panel will use their reasoned professional judgement to identify the quality scores to be awarded.

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

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

5.1.5.7. Suppliers should note that the Council has a requirement for a minimum overall Total Quality Score of 50%. Any tender assessed by the Council as failing to reach this threshold will not be taken forward and will be rejected, regardless of the overall score.

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

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

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

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

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

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

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

5.1.7.2. The supplier with the highest combined Final Weighted Score will be confirmed as the preferred tenderer.

5.1.8. **Example Matrix**

5.1.8.1. A typical Final Ranking matrix is demonstrated below.

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

Quality	60%
Price	40%

	Supplier	**1**	**2**	**3**	**4**	**5**
Quality	Total Quality Score (%)	80.00	60.00	50.00	70.00	52.00
	Adjusted Quality Score (%)	100.00	75.00	62.50	87.50	65.00
	Weighted Quality Score (%) (A)	60.00	45.00	37.50	52.50	39.00
	Quality Positions	1	3	5	2	4
Price	Total Price	£25,000	£35,000	£20,000	£23,000	£22,000
	Adjusted Price Score (%)	80.00	57.14	100.00	86.96	90.91
	Weighted Price Score (%) (B)	32.00	22.86	40.00	34.78	36.36
	Price Positions	4	5	1	3	2
	Final Weighted Score (%) (A + B)	92.00	67.86	77.50	87.28	75.36
	Final Evaluation Position	**1**	**5**	**3**	**2**	**4**

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