

**INVITATION TO TENDER (ITT)   
FOR THE PROVISION OF A** **ROUGH SLEEPING RAPID ASSESSMENT HUB & OUTREACH / INREACH SERVICE**   **(Procurement by Electronic Tender)**

**TENDER REFERENCE: DN626813  
SECTION A**

**CONTENTS**

1. Summary Instructions and details of contract.
2. Procurement Timetable
3. Checklist for Tenderers
4. Invitation to Tender
5. General Information
6. Preparation of Tender and the Council’s requirements regarding Submission of a Tender
7. Council Right to Cancel the Tender Process
8. Freedom of Information and Local Transparency
9. Exclusion of Tenderer from Tender Process
10. Tender Evaluation Process
11. Tender Evaluation
12. Technical Allocation
13. Commercial Questionnaire
14. Evaluation Matrices
15. Tenderer's Warranties
16. Tender Submission
17. Electronic Tenders
18. Hard copies of Tender Documents
19. Acceptance of Tender
20. TUPE

**1. SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Invitation to Tender (ITT) | Southend-On-Sea City Council is carrying out this  procurement exercise in the form of an Open Tender  for the provision of a Rough Sleeping Rapid Assessment Hub & Outreach/Inreach Service in Southend-on-Sea |
| Contract Description: | The provision of a Rough Sleeping Rapid Assessment Hub & Outreach/Inreach Service as outlined in the Specification. |
| Evaluation Criteria: | Tenderers must provide satisfactory responses to the online Supplier Questionnaire in the first instance. The Contract will then be awarded in accordance with the criteria as detailed in section 14 of this ITT. |
| Quantity: | As per the specification and Commercial Questionnaire document. |
| Insurance Requirements for any single claim: | £10,000,000 Employers Liability  £5,000,000 Public Liability  £1,000,000 Professional Indemnity Insurance |
| Contract Duration: | The contract will commence on 17st October 2022 and will end on 31st March 2025. There may be an option to extend the contract for up to 1 year or any part thereof until 30th March 2026. |
| Procuring Officer: | Any queries must be addressed to the Tender  Manager using the ‘**message’** facility on the Council’s  e-tendering system. Enquiries must be submitted  before **12 Noon on 24th August 2022.** |
| Submission instructions: | Submission instructions are as outlined this ITT. |
| Submission of Tenders : | All Tenders and supporting documentation should be submitted using the Council’s e-tendering system in accordance with the information provided in Section 16 of this ITT. |
| Date/time for Tender return: | **12 Noon on 8th September 2022.** |
| Other relevant data: | As is set out in the following paragraphs and in the documents issued with this ITT. |

**2. PROCUREMENT TIMETABLE**

This timetable is indicative only. The Council reserves the right to change it at its discretion.

|  |  |
| --- | --- |
| **Stage** | **Date(s)/time** |
| Issue of Invitation to Tender (ITT) | **05/08/2022** |
| Deadline for Tenderers to submit clarification questions | **24/08/2022** |
| Deadline for submission of Tenders | **08/09/2022** |
| Tender Evaluation | **09/09/22 – 13/09/22** |
| Presentation | **N/A** |
| Notification of result of Tender evaluation | **16/09/22** |
| Contract award | **03/10/22** |
| Implementation |  |
| Contract start date | **17/10/22** |

*Note: Tenderers are advised that the Council will as far as possible conduct the procurement in accordance with the said Procurement Timetable. Where for whatever reason the time periods stated in this ITT need to be amended to ensure the integrity of the process the Tender Manager shall communicate this via the Council’s e-tendering portal to all Tenderers and make such revisions as may be necessary.*

**3. CHECKLIST FOR TENDERERS**

Failure to provide all of the items in the checklist may cause your Tender to be non­compliant and not considered.

|  |  |  |
| --- | --- | --- |
| **No** | **Item** | **Included in Tender?** |
| 1 | The tenderers responses to the online Supplier Questionnaire – evaluation section |  |
| 2 | The tenderers completed Pricing of the Commercial Questionnaire – evaluation section |  |
| 3 | The tenderers completed responses to the Technical Questionnaires – evaluation section |  |
| 4 | The tenderers completed and signed Tender Certificate – evaluation section (Other Tender Documentation to be completed and returned) |  |
| 5 | The tenderers completed and signed Freedom of Information Act & Environmental Information Regulations – evaluation section (Other Tender Documentation to be completed and returned) |  |
| 6 | The tenderers completed and signed Confidentiality Agreement (Section H) where the tenderer requires access to the TUPE data |  |
| 7 | The tenderers completed Checklist of Documents – evaluation section (Other Tender Documentation to be completed and returned) |  |

1. **INVITATION TO TENDER**
   1. Southend-on-Sea City Council (“the Council”) invites electronic tenders for the provision of a Rough Sleeping Rapid Assessment Hub & Outreach/Inreach Service “the Services”.
   2. The service subject of this tender falls within Schedule 3 to the Public Contracts Regulations 2015 and as such is subject to the “light touch” procurement regime. As the value of the contract falls above the relevant threshold set out in Regulation 5, the procurement will follow the requirements set out in Regulation 75 -77 of the 2015 Regulations. This will include the publication of a contract notice and an award notice (Regulation 75) and applying the principles set out in Regulation 77.
   3. The procurement process will be carried out in a manner comparable with The Public Contracts Regulations 2015 “Open” Procedure. However, for the avoidance of doubt, as this falls under the scope of Light Touch Regime, this procurement process does not fall under the full rigor of the Public Contract Regulations (Part 2) requirements for the stated procedure.
   4. A Tenderer must read these instructions carefully before submitting their Bid Response via the Electronic Tender Facility. Failure to comply with these requirements for the related completion and submission of a Tender Response may result in the rejection of your organisation’s Response.
   5. A Tenderer must ensure they have downloaded, and / or are fully aware of, all the information which they are required to be in receipt of, in order to successfully submit a compliant Tender Response. Some of the Documents are provided as separate attachments for download.

The ITT documentation consists of the following:

* Section A: Invitation to Tender (ITT)
* Section B: Specification
* Section C: Terms and Conditions
* Section D: (Online – Evaluation Section): Supplier Questionnaire (SQ)

(Online – Evaluation Section): Technical Questionnaire

(Online – Evaluation Section): Commercial Questionnaire

* Section E: Tender Certificate
* Section F: Freedom of Information Act & Environmental Information
* Section G: Prevention of Fraud and Corruption: Whistleblowing
* Section H: TUPE Confidentiality Agreement (please note that this requires signing and returning via Electronic Tender Facility’s message system so that the relevant TUPE information can be released to your organisation during the tender process. This information will be required for you to complete your tender submission)

\*The Supplier Questionnaire (Section D) is only available and must be completed online via Electronic Tender Facility.

\*\*A Bidder’s responses to the Technical Questionnaire (Section D), the Commercial Questionnaire (Section D), as well as the Tender Forms (Sections E, F & G) are to be completed by uploading attachments to the Council’s Electronic Tender Facility.

1. **GENERAL INFORMATION**

5.1 “Tenderer” means any organisation invited to tender.

5.2 This contract is for the appointment of a suitable tenderer for the provision of a Rough Sleeping Rapid Assessment Hub & Outreach/Inreach Service in Southend-on-Sea.

5.3 The Council reserves the right to modify or amend any of the ITT documentation at any time prior to the deadline for receipt of tender responses. Any such changes will be notified to the Tenderers in writing via the ProContract electronic Tender Facility (the “Electronic Tender Facility” – “ETF”). Where the modifications or amendments are significant, the Council may, at its discretion, extend the deadline for receipt of Tenders.

5.4 This ITT and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of the Council.

5.5 Tenderers should read these instructions carefully before submitting their responses to the ITT. Failure to comply with these requirements for completion and submission may result in the rejection of your tender response.

* 1. Tender responses must be submitted electronically via the Electronic Tender Facility (ETF) (being the web-based facility used by the Council which enables the electronic dispatch and receipt of tender documents and receipt of a Tender Response) for the whole of the Service.
  2. The fact that your organisation has been invited to tender, does not necessarily mean that you have met, or are capable of meeting all of the Council's tendering requirements. The Council may require further information as appropriate and assess whether your organisation is capable of meeting the Council's tendering requirements as part of the Tender Evaluation process.
  3. A Tender Response may be rejected if a Tenderer is unable to meet the Council’s requirements as set out in the Tender Documents including the Invitation to Tender.
  4. Tenders must be fully completed by duly authorised personnel. Prior knowledge of any aspect of your organisation or of your ability to meet the requirement must not be assumed by any Tenderer. All schedules and questionnaire questions must be completed in full as applicable.
  5. Tenders may not be considered if complete information is not given or if the particulars asked for in the tender documents are not supplied. Schedules must be fully completed and returned as directed. Answers must be in the tender format and in the order requested, with references to accompanying sales or technical literature kept to a minimum.
  6. Tenderers are required to submit Tenders electronically via the Electronic Tender Facility.
  7. Should Tenderers have any query in connection with any of the Tender Documents, or this ITT, you should contact the Council Contact Officer via the Electronic Tender Facility’s message system. The Contact Officer shall use all reasonable endeavours to answer enquiries made**.**

Enquiries by means other than the Electronic Tender Facility’s message system will not be accepted. All questions received via the Electronic Tender Facility’s message system by **12 Noon on 24th August 2022** together with the answers, shall be circulated in writing via the message system to all Tenderers on an anonymous basis, as and when any questions arise.

5.13 The Council may, in its sole discretion, consider any difficulty or request for clarification raised by any Tenderer engaged in the procurement process in relation to any of the Tender Documents. As a result, the Council reserves the right to issue general guidance or waive or amend any provision of the Tender Documents. Any guidance, waiver or amendment made through the clarification process is done without prejudice to:

1. any other provision in the Tender Documents;
2. the irrevocable nature of any offer made by a Tenderer; and
3. any right or power of the Council under any of the Tender Documents.

Any guidance, waiver or amendment shall only be binding on the Council if made in writing. Notification of any such guidance, waiver or amendment shall be circulated in writing to all Tenderers via the Electronic Tender Facility’s message system and a copy of the guidance, waiver or amendments shall be lodged on the Electronic Tender Facility.

5.14 Tenderers must satisfy themselves by their own investigations about the sufficiency of information and no responsibility is accepted by the Council for any loss, damage or expense of whatever kind arising from the use by Tenderers of such information.

5.15 Tenderers are responsible for obtaining all information necessary for the preparation of your Tender, and all costs, expenses and liabilities incurred by Tenderers in connection with the preparation and submission of a Tender, shall be borne by your organisation. Tenderers will not be entitled to claim any costs or expenses that may be incurred in preparing your tender submission from the Council. Tenderers shall acknowledge upon submission of your Tender, that you have satisfied yourself that your organisation fully understand the requirements set out in this ITT, the Tender Documents and any clarification or additional information provided in response to any query as set out in paragraphs 5.12 and 5.13.

5.16 All information supplied by the Council in connection with this ITT shall be treated as confidential by your organisation, except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties, guarantees or quotations necessary for the preparation and submission of your Tender.

5.17 The Tender Documents and any responses as provided for in paragraphs 5.13, 5.14 and 5.15 and all copies thereof are and shall remain the property of the Council and must be either destroyed (hard copy) or deleted from electronic systems forthwith upon demand. Copyright in the Tender Documents and any responses or additional information supplied pursuant to paragraphs 5.12 and 5.13 shall remain vested in the Council in line with the Data Protection Act 2018.

5.18 All information contained in this ITT, or which is communicated in further correspondence or in the course of any subsequent negotiations, is confidential. Tenderers must not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender. The Tenderer may communicate, disclose or otherwise make available this information to an employee or a professional adviser who requires the information in connection with the preparation of the tender or to support any subsequent negotiation, (including but not limited to, obtaining sureties, guarantees or quotations) provided they are bound by equivalent conditions of confidentiality.

5.19 All information provided by the Tenderers as part of this Tender exercise will be treated as “Commercial in Confidence” (except where required in law) and will not be disclosed to a third party without the written permission of Tenderers, save in the case of a Freedom of Information Act request (see Section 8) where information may be disclosed following a Request under the Act.

5.20 The Tenderer will be deemed for all purposes connected with your Tender and the Contract, to have carried out and made all researches, investigations and enquiries which can reasonably be carried out and made and to have satisfied yourself before submitting your Tender as to the nature, extent and character of the Services (in the context of and as they are described in the Specification), the extent of the premises, personnel, any assets, materials and/or equipment which may be required and any other matter which may affect your Tender.

1. **PREPARATION OF TENDER AND THE COUNCIL’S REQUIREMENTS REGARDING SUBMISSION OF A TENDER**

6.1 The Council may (in its absolute discretion), prior to the date for submission of

Tenders, issue amended Tender Documents to you via the Electronic Tender Facility. Any amended Tender Documents will be issued as soon as reasonably practicable and will be deemed thereafter to replace any such Tender Documents previously issued to you. You will be notified by the Council via the Electronic Tender Facility’s message system of the issue of any amended Tender Documents. The Council will consider whether the issue of any such amended Tender Documents will affect the Indicative Timetable or tendering process in general and may make such changes to the timetable or process (in its absolute discretion) as it considers appropriate.

6.2 Tenderers shall be deemed to have satisfied yourself before submitting your Tender as to the accuracy and sufficiency of all the information provided which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and you shall also be deemed to have obtained for yourself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect your Tender.

6.3 Immediately prior to uploading your Tender submission documents to the Electronic Tender Facility, you must check the electronic files forming your Tender for viruses using fully current virus checking software and must remove all detected viruses from any such files.

1. **COUNCIL RIGHT TO CANCEL THE TENDER PROCESS**

7.1 The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process, nor for any other costs incurred by those tendering for this Contract.

1. **FREEDOM OF INFORMATION AND LOCAL TRANSPARENCY**

8.1 You should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”), all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by you that you may consider to be commercially sensitive, you should:

1. Clearly identify such information as commercially sensitive;
2. Explain the implications of disclosure of such information; and
3. Detail the envisaged timeframe during which such information will remain commercially sensitive.

8.2 Tenderers should note that even where information is identified as commercially sensitive the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking.

8.3 If the Council receives a request to disclose the information identified, it will consider whether the information is, in fact, exempt; consider whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information (unless the information benefits from an absolute exemption); and consult with the Tenderer prior to disclosure of information whenever reasonably practicable.

8.4 The Council will not be liable for any loss or damage suffered by the Tenderer, whether in contract, tort or any other way as a result of information disclosed in response to a request made under FOIA. This includes but is not limited to information that is not specifically considered by the Council and the Tenderer to be exempt.

8.5 Further information on the FOIA can be obtained from the Department of Constitutional Affairs or from the office of the Information Commissioner responsible for enforcing the Act.

8.6 Under the local transparency agenda, Local Authorities must publish expenditure on items over £500. As such, any payment made under this contract above £500 will be published on the Council’s Website along with the Contractors name, company registration number and VAT number from January 2011.

**9. EXCLUSION OF TENDERER FROM TENDER PROCESS**

9.1 Any Tender in respect of which you:

(a) have directly or indirectly canvassed any member, official of the Council or any consultant advising the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council, concerning the tendering process or proposed award of this Contract or who has directly or indirectly obtained or attempted to obtain information from any such member official or consultant concerning any other Tenderer or Tender; or

1. offer or agree to pay to any person or body having direct or indirect connection with this tender process or pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Form of Tender, any act or omission of the sort or type described above; or
2. in connection with the award of the Contract, commit an offence under the Bribery Act 2010 or give any fee or reward the receipt of which is an offence under Section117(2) of the Local Government Act 1972, shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct may attract.

9.2 The Council may in its absolute discretion refrain from considering your Tender if:

1. it is not in accordance with these ITT (as set out herein or subsequently amended as provided for in these Instructions), and all other provisions of the Tender Documents or is in breach of any provision contained in the Tender Documents; or
2. Tenderers make or attempt to make any qualification or variation or alteration to the terms of any of the Tender Documents or other documentation save where a variation or alteration is expressly invited or permitted by the Council in writing; or
3. Tenderers do not tender for the provision of the whole of the Services (except where expressly invited to tender for part(s) thereof) or for part(s) of the Services as set out in these Tender Documents; or
4. it is incomplete or incorrectly completed.

9.3 Your Tender shall remain open for acceptance for a period of 180 days from the closing date for the receipt of tenders by the Council.

9.4 Any amendment or exception requested by a Tenderer to the Tender Documents, including the Terms and Conditions, will be subject to written approval of the Council.

9.5 Any proposed amendment or exception requested by the Tenderer to the Tender Documents, including the Terms and Conditions, must be addressed and submitted by a Tenderer via the ETF to the Council during the Clarification Process. For the avoidance of doubt, if a Tenderer is concerned about or cannot comply with a contract provision, they must raise this as a clarification before the expiry of the Clarification Deadline. The Clarification and the Council’s response will be shared with all Tenderers, so if a change is required to the Tender Documents, the information will be available to all Tenderers. The Council will therefore, be unable to accept “Commercially Sensitive” Clarifications.

9.6 Any proposed amendment or exception requested by a Tenderer to the Conditions of Contract must be addressed and submitted by the Tenderer to the Council during the Clarification Process. For the avoidance of doubt, if a Tenderer is concerned about or cannot comply with any element of the Conditions of Contract, they must raise this as a clarification before the expiry of the Clarification Deadline. The Clarification and the Council’s response will be shared with all Tenderers, so if a change is required to the Conditions of Contract, the information will be available to all Tenderers. This process is critical to the success of an open, fair and transparent process. Therefore, to comply with the required levels of transparency and to ensure a “like for like” evaluation, the Council cannot accept “Commercially Sensitive” Clarifications, the response to which cannot be forwarded to all competing Tenderers

To be clear, any caveats, Provisionals or variations from the tender documents including specification and items for pricing must be submitted in a Clarification Question before the corresponding deadline, and not in a covering letter or other format.

9.7 The Council will not entertain any post-tender changes to the Terms and Conditions of contract other than bracketed parts of the text or to correct drafting errors. The Council reserves the right to reject any tender or terminate an award if a Tenderer attempts to change the Terms and Conditions of contract after the last date and time for the return of tenders.

9.8 The Council reserves the right to amend the Conditions of Contract, but any amendment or exception requested by a Tenderer will be subject to negotiation and acceptance at the Council’s sole discretion.

9.9 If awarded a contract, the Tenderer must comply with all the provisions contained in the tender documentation, subject only to any agreed exceptions and amendments.

9.10 The Tenderer warrants that the performance of the Contract shall be undertaken in accordance with the requirement of the Contract and any codes of practice for the industry.

9.11 Tenders must be submitted in the required form.

**10. TENDER EVALUATION PROCESS**

10.1 The Contract shall be awarded to the Tender which is the most economically advantageous to the Council. The Council shall not be bound to accept the any Tender submitted.

10.2 The criteria which the Council will use to determine that a Tender is the most economically advantageous are set out in clause 11 of this ITT.

10.3 Please note that your Form of Tender along with any other information to be submitted will together form your Tender. The Council reserves the right to disqualify a Tenderer (or to terminate the Contract) if any material misrepresentation is made in any of these documents and other information submitted by your organisation or you do not inform the Council of any change in circumstances

10.4 Tenderers may be required to demonstrate your ability to carry out the Services and it may be necessary for officers of the Council to visit your offices and interview you during the tender evaluation process and you may therefore be required to:

1. attend meetings with the Council to present, explain or amplify details of your tender submission;
2. provide any other information reasonably required by the Council to enable a detailed evaluation of your submission; and
3. arrange visits to your other clients or the provision of references.

**11. TENDER EVALUATION**

* 1. This section explains the basis on which the Tender will be evaluated. Tenderers are asked to submit their Tender strictly in accordance with the instructions detailed in clause 14 of the ITT. This provides Tenderers with a common framework for their proposal to simplify its evaluation. It also provides the approach to be taken to weighting and scoring each question.
  2. The Council will examine Tender Responses for completeness and may seek clarification where necessary. Prior to detailed examination, the Council will determine whether a tender substantially fulfils the conditions in the Tender Documents. A tender response determined as not substantially fulfilling the conditions in the tender documents will be rejected.
  3. The Council may undertake enquiries throughout the tender process regarding fulfilment of obligations relating to payment of taxes. Tenderers demonstrating a poor revenue compliance record may be excluded from further participation in the tendering exercise.
  4. Tenders will first be subject to an initial assessment for the purpose of determining compliance with the submission requirements contained in the online Supplier Questionnaire. Tenders that fail to meet the submission and compliance requirements will not be evaluated and the relevant Provider will be disqualified from further participating in the tender process.
  5. Any Tenderer, who passes the Supplier Questionnaire, will have their technical submission evaluated in full, if all required information is returned in full. The Supplier Questionnaire must be completed online and all accompanying information uploaded as requested.
  6. The Contract shall be awarded on the basis of the Most Economically Advantageous Tender (MEAT) and in accordance with the Regulations having regard to the criteria set out in award criteria below. For the avoidance of doubt the Sections which the Council will use to determine that a Tender is the most economically advantageous are the Technical Questionnaire and Commercial Questionnaire and, if applicable the Presentation / interview stage. Please note: the Council reserves the right to reject any Tenders that are over budget without further evaluation of the Tender.
  7. The overall score will be used to rank Tenderers in order of highest to lowest score. Ranking will be used to indicate relative performance to Tenderers. The MEAT will be identified in preference of highest to lowest ranking (1/1st being highest). The Contract will be awarded to the highest ranked Tenderer.
  8. The Council will not have any obligation to Tenderers arising from this tender process, unless and until, entered into a formal contract with the Tenderer for the provision of the Contract that is subject to these Tender Documents.
  9. Evaluators will work independently. Where more than one Evaluator is assessing a section, more than one evaluation score will be produced. Scoring will subsequently be reviewed and finalised during the moderation process.
  10. Moderation of the Evaluators’ scores will be undertaken at ‘Moderation meeting/s’ following the completion of the initial evaluation period. Ahead of the meeting, the Moderator will review and compare the scores awarded by the Evaluator(s), taking into consideration any supportive information and/or documentation provided. The moderation meeting will then provide an opportunity to challenge scores provided, where there are discrepancies, and produce a moderated score for each question for each Provider.
  11. The moderated score will be a consensus score, NOT an average score.
  12. The above evaluation process will determine the successful Provider.
  13. Tenderers are advised that points scored will be rounded to the nearest two (2) decimal places. For example: a score of 36.3268 will become 36.33 whereas a score of 36.3236 will become 36.32. This principle will be applied throughout the evaluation process.
  14. Tenderers may be required to demonstrate their ability to carry out the requirements of the contract and it may be necessary for officers of the Council to visit the offices of the Tenderer and interview them during the tender evaluation process. Therefore Tenderers may be required to:

(a) Attend meetings with the Council to present, explain or amplify details of their Form of Tender and Tender Response;

(b) Provide any other information reasonably required by the Council to enable a detailed evaluation of their submission; and

(c) Arrange visits to their other clients or the provision of references.

* 1. Tenderers must note that their Form of Tender along with any other information to be submitted and any information previously submitted (and which is not qualified as no longer applicable), will together form their Tender Response. The Council reserves the right to disqualify a Tenderer (or to terminate the Contract) if any material misrepresentation is made in any of these documents and other information submitted by any Tenderer or any Tenderer that does not inform the Council of any change in their circumstances.
  2. Tenderers who self-certify that they meet the requirements will be required to provide evidence if they are successful before the contract is awarded.

**SUPPLIER QUESTIONNAIRE**

* 1. The Supplier Questionnaire must be completed online by completing the Questionnaire provided and uploading the relevant information requested.

**FINANCIAL CHECKS**

* 1. The Council, acting in line with good practice will undertake its due diligence in advance of any contract award. This due diligence in relation to preferred Potential Providers is important to the Council in ensuring that any organisation who wishes to enter into a contract with the Council will be in a position to provide the goods and services on an ongoing basis as agreed within any contract.
  2. The financial assessment of Tenderers include but are not limited to the value of similar contracts undertaken by the Tenderer in the past and information detailed within a Tenderers Experian Report.
  3. This financial check measures the likelihood of an organisation becoming insolvent within the next 12 months and is expressed as a score. The Council works with external credit agencies to provide these financial checks. The Council reserves the right to eliminate a preferred Potential Provider from the tender process should any findings from the Councils due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award.

1. **TECHNICAL ALLOCATION**
   1. 70% of the Quality allocation for this opportunity will relate directly to the responses a Tenderer provides in relation to each of the technical questions. The total of a Tenderers Responses will be used to determine their understanding of the requirements and ambitions of the Council in relation to this contract.
   2. The response for each Technical Questionnaire must be completed within the respective page limits for that question. Please note where the font size must be no smaller than Arial size 11 and the margin must be no smaller than 1 inch.
   3. Please ensure that Technical Questionnaire responses are submitted on A4 paper, text based information must be double line spaced, the font size must be no smaller than Arial size 11 and the margin must be no smaller than 1 inch. Any further information submitted over the respective limit will not be evaluated, except where the Council have expressly not stated a page limit. Please note that attachments to the Technical Questionnaires will not be evaluated and neither will embedded links to other websites and therefore the responses need to remain within the page limits and can be a combination of text, diagrams and charts etc.
   4. The percentage detailed against each Technical Questionnaire response is weighting attributed to that Question. The weighted total score achieved by each Tenderer for the Technical Questionnaire responses will be the quality score used in determining the most economically advantageous tender response.
   5. The Council is fully committed to implementing the aims of the Social Value Act 2012 and through this procurement, how the economic, social and environmental wellbeing of Southend could be improved both during the process and on an ongoing basis.
   6. A template matrix outlining the scoring that will be used against each response for each Technical Questionnaire question is set out below.
2. **COMMERCIAL QUESTIONNAIRE** 
   1. The Commercial Questionnaire makes up 30% of the overall evaluation and award criteria.
   2. The response will be evaluated based on the information and weightings provided as part of the Commercial Questionnaire.
   3. A template matrix outlining the scoring that will be used is set out below.
   4. In order to ensure fair treatment for all Tenderers, the Council will deem all Tenderers to have been made on the basis that Tenderers have conducted detailed due diligence and obtained all the information necessary to submit complete and accurate Tenders. The Council will therefore not permit prices or related aspects of a Tender to be revised after submission as a consequence of any discrepancies; errors; failure to obtain full information or clarify. Therefore it is essential that Tenderers carry out their own due diligence in respect of the information contained within the Tender Documents.
3. **EVALUATION MATRICES** 
   1. The overall evaluation of the Technical Questionnaire is set out in the following Evaluation Matrix Table:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Criteria | Unacceptable / not answered | | Poor | Acceptable | Good | Very Good | Excellent | Score |
| Weighting to be applied | 0 | | 1 | 2 | 3 | 4 | 5 |  |
| Approach and Methodology | | | | | | | |  |
| Service Delivery (15%) |  |  | |  |  |  |  |  |
| Innovation & Service Configuration (10%) |  |  | |  |  |  |  |  |
| Data Protection (10%) |  |  | |  |  |  |  |  |
| Recording, Reporting & Monitoring Outcomes (10%) |  |  | |  |  |  |  |  |
| Funding (5%) |  |  | |  |  |  |  |  |
| Collaboration & Partnership Working (10%) |  |  | |  |  |  |  |  |
| Social Value (10%) |  |  | |  |  |  |  |  |
| Score for the Technical Questionnaire |  | | | | | | | 70% |
| Score for the Commercial Questionnaire |  | | | | | | | 30% |
| TOTAL |  | | | | | | | 100% |

* 1. A template matrix outlining the scoring that will be used against each response for each Technical Question is set out in Table 2: Evaluation of Tender Responses will be carried out on an individual Technical Question Basis.

**TABLE 1:**

|  |  |  |
| --- | --- | --- |
| **CRITERIA** | **EVALUATION METHOD** | **PERCENTAGE SCORE** |
| Online Supplier  Questionnaire | Tenderers responses to the questions within the questionnaire. | Pass/Fail |
| Quality | Quality assessment of the responses to the  Questions within the Technical Questionnaire | 70% |
| Price | Commercial Questionnaire (Price  Submission) | 30% |

There will be a two stage evaluation:-

Stage 1 Quality measured via responses to the questions within the online Technical Questionnaire. Each question will be scored out of 5. **(Please note: Tenderers must have provided satisfactory responses to the online Selection Questionnaire to be considered for the evaluation stages).**

Stage 2 Price submission (Commercial Questionnaire) will be evaluated in line with clause 11.6 of this ITT document.

**14.3 STAGE 1- EVALUATION OF QUALITY BY MEANS OF TECHNICAL QUESTIONNAIRE QUESTIONS**

14.3.1 As detailed in the Tender Documentation, responses to Technical Questionnaire questions detailing your proposed organisational and operational arrangements must be submitted as part of your Tender. The purpose of the technical responses are to satisfy the Council that the Tenderer has the ability, capacity and management controls in place to operate the Contract in an efficient and cost effective manner.

14.3.2 It is mandatory that the Tenderer responds to all the questions in the order given. Responses should be precise with references to accompanying literature kept to a minimum. If the Tenderer is unable to comply with any aspect of the requirement it should say so and provide a brief explanation of why it cannot be met.

**TABLE 2: GRADE LABELS AND DEFINITIONS**

|  |  |  |
| --- | --- | --- |
| **SCORING MATRIX** | | **SCORE** |
| **Unacceptable / not answered** | Question not answered – and / or – Response to the question significantly deficient – and / or – raises fundamental concerns regarding the organisation’s ability to successfully deliver the Contract. Answer does not provide satisfactory evidence as to the organisation’s capability to deliver the contract successfully. | 0 |
| **Poor** | A response that is inadequate or only partially addresses the question. Response provides only limited evidence as to the organisation’s capabilities to deliver the contract successfully. Raises a large number of concerns and/or includes a large number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | 1 |
| **Acceptable** | An acceptable response submitted in terms of the level of detail, accuracy and relevance. Answer provides an average level of evidence as to the organisation’s capability. The response raises some concerns and/or includes a significant number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | 2 |
| **Good** | A good response in terms of the level of detail, accuracy and relevance. The information provides good evidence of the ability of the organisation to deliver the Contract successfully; but does raise minor concerns and/or includes deficiencies around some of the information provided in the response. Does not raise any fundamental concerns regarding the organisation’s ability. | 3 |
| **Very Good** | A very good response in terms of the level of detail, accuracy and relevance. The information submitted provides significant evidence of the ability of the organisation to deliver the Contract successfully. However, the response lacks a level of detail needed for full marks. The response raises no fundamental concerns regarding the organisation’s ability. | 4 |
| **Excellent** | An excellent response in terms of the level of detail, accuracy and relevance. The level of information provided is comprehensive and evidences strongly an assurance as to the organisation’s capability to deliver the contract successfully. The response raises no concerns and has no information deficiencies. | 5 |

**TABLE 3: QUALITY AWARD CRITERIA (WEIGHTED 70%)**

Tenderers scores will be calculated by dividing the tenderers actual score by the maximum obtainable score per question and then multiplying this by the % weighting allocated per question. See table 3 below for an **example** calculation:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Technical Statement Section** | **Question** | **Maximum** | **Company 1** | **Company 2** | **Company 3** |
| **weighting** | **obtainable** |
|  | **score** |
| Question 1 |  | 5 | 3 | 5 | 3 |
|  | 35% |  | 21% | 35% | 21% |
| Question 2 |  | 5 | 3 | 4 | 5 |
|  | 35% |  | 21% | 28% | 35% |
| Question 3 |  | 5 | 2 | 3 | 3 |
|  | 10% |  | 4% | 6% | 6% |
| **Points awarded** | **80%** | **15** | **46%** | **69%** | **62%** |

**14.5 STAGE 1** – **QUALITY**

14.5.1 The maximum obtainable weighted quality score for the award criteria questions is worked out as follows: tenderers score / maximum score (5) x question weighting

**14.6 STAGE 2 – PRICE**

14.6.1 The price element of the tender submissions brought forward to Stage 2 will be evaluated based on the lowest priced response being awarded the highest available mark as stated below:

The formula is – Lowest price bid / company bid x weighting = percentage awarded

|  |  |
| --- | --- |
| Pricing section | % |
| Commercial Submission | 30.00% |

**PRICE SCORE EXAMPLE** – Assuming for demonstration purposes only 3 companies were bidding

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Commercial Section** | **Section** | **Company 1** | **Company 2** | **Company 3** |
| **weighting** |
| Commercial Submission – total 5 year cost |  | £9,250,000 | £9,500,000 | £9,450,000 |
|  | 30% | 30% | 29.10%  5% | 29.36% |
| **Percentage awarded** | **30%** | **30%** | **29.10%** | **29.36%** |

14.6.3 The quality and price scores awarded in Stages 1 and 2 will be combined to provide an overall score as detailed below:

**EXAMPLE –** combined Total weighted quality Score and total price score.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Company** | **Company** | **Company** |
| **1** | **2** | **3** |
| Total Technical Questionnaire Section | **46%** | **69%** | **62%** |
| Total Commercial Questionnaire Document Section | **30%** | **29.10%** | **29.36%** |
| Overall Score | **76%** | **98.10%** | **91.36%** |
| Rank | **3** | **1** | **2** |

14.6.4 The Tenderer with the highest total combined score will be selected as the preferred Supplier and awarded the contract accordingly. In this example, company 2 would be the preferred supplier.

**15. TENDERER’S WARRANTIES**

15.1 In submitting a Form of Tender you warrant and represent and undertake

with the Council that:

1. you have not done any of the acts or matters referred to above and have complied in all respects with these Instructions to Tenderers;
2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by you or your employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
3. you have carried out your own investigations and research, you have satisfied yourself in respect of all matters relating to the Form of Tender, the Specification and the Conditions of Contract and you have not submitted the Form of Tender and have not entered into the Contract in reliance upon any information, representations(whether negligent or otherwise) or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council except those signed by the Council
4. you have full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
5. you are of sound financial standing and you and your partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in your audited accounts or other financial statements submitted to the Council) which may adversely affect such financial standing in the future;
6. if requested, you will submit signed hard copies of the Form of Tender, the Parent Company Guarantee Undertaking, the Performance Bond Undertaking and any other original Tender documentation prior to the award of the Contract;
7. by the Commencement Date you will procure and during the period of the performance of the Contract you will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with and for the duration of the Contract;
8. you have obtained or will have obtained by the Commencement Date any necessary consents, licenses and permissions to enable you to carry out the Services and will from time to time throughout the duration of the performance of the Services under the Contract, obtain and maintain all further and other necessary consents, licenses and permissions to enable you to carry out the Services; and
9. any specific provisions, e.g. warranties about obtaining Disclosure and Barring Service staff checks if applicable or complying with other pre-commencement requirements.

**16. TENDER SUBMISSION**

16.1 Tenders should contain all of the items listed below. No additional information should be submitted or will be considered. The following shall be provided:

1. **Online Supplier Questionnaire** – *Tenderers are required to provide their responses to the online questionnaire*
2. **Online Technical Questionnaire** – *Tenderers are required to submit their responses to the Technical Questionnaire questions.*
3. **Online Commercial Questionnaire** – *Tenderers are required to download, complete and submit their completed Commercial Questionnaire document.*
4. **Section E: Tender Certificate** – *Tenderers to submit a scanned version of a signed copy. If Tenderers do not have scanning facilities, they must submit a completed but unsigned copy and Tenderers will be asked to sign at a later stage in the process.*
5. **Section F: Freedom of Information** – *Tenderers to submit a scanned version of a signed copy. If Tenderers do not have scanning facilities, they must submit a completed but unsigned copy and Tenderers will be asked to sign at a later stage in the process.*
6. **Section H: TUPE Confidentiality Agreement - P***lease note that this   
   requires signing and returning via Electronic Tender Facility’s message system before the Contracting Authority can release any sensitive or confidential information i.e TUPE data that will assist in putting together their tender submission. This information will be required for you to complete your tender submission and TUPE information.*

16.2 Failure to provide all of the above completed documents may cause your Tender to be non-compliant and not considered.

16.3 All Tenders should be submitted using clear and appropriate document titles and show the name of the Tenderer. Where documents are uploaded in response to the online technical questions, each document should be indexed accordingly.

16.4 Tenderers should note that completed Tenders (including all associated documents) received after the closing date and time will be automatically rejected and the Tenderer eliminated from the procurement process.

1. The Tenders must be signed:
2. where the Tenderer is an individual, by that individual;
3. where the Tenderer is a partnership, by all the partners or by at least two partners signing under a power of attorney on behalf of the other partners, a copy of which is provided with the Tender;
4. where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.
5. Each Tenderer shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in Instructions 16.4(b) and 16.4(c) above.

16.6 All Tenderers shall keep their respective Tenders valid and open for acceptance by the Council for six (6) calendar months after the return of Tenders or such longer period as may be agreed with all Tenderers by the Council.

16.7 The Council reserves to itself the absolute right to not consider a Tender which is not in accordance with the requirements in this ITT or contained in any other documents issued for this procurement.

**16.1 SUB-CONTRACTING**

16.1.1 Tenderers must be able to satisfy the Council as to your ability to perform the Services. In its sole discretion, the Council may consider proposals from you for the performance of part of the Services by sub-contractors provided that the part of the Services proposed to be sub-contracted, the terms of the sub­contract and the identity of the sub-contractor are approved by the Council and the Council may require any or all of the following conditions to be satisfied:

1. the proposed sub-contractor enters into a collateral warranty in favour of the Council for the performance of the relevant part of the service (a signed copy of such documents must be submitted electronically and if requested, in hardcopy);
2. that Tenderers remain fully liable for the acts and omissions of the sub­contractor; And
3. that the Council may require the removal of the sub-contractor at any time and in its sole discretion.

If you are a subsidiary company, the Parent Company Guarantee Undertaking duly executed by your ultimate holding/parent company (a signed copy of such documents must be submitted electronically and if requested, in hard copy).

16.1.2 All monetary figures must be quoted in pounds sterling (£).

16.1.3 The Tender response must be submitted in English. Any printed literature furnished by the Tenderer may be written in any other language but must be accompanied by an English translation of its relevant pages. In such a case, for the purpose of interpretation in relation to the tender, the English translation must prevail.

**17. ELECTRONIC TENDERS**

17.1 Electronic Tenders must only be submitted via the Electronic Tender Facility and not via email.

17.2 Tenderers are required to keep the Council’s Electronic Tender Facility username and password secure at all times and must not pass them on to any third parties.

17.3 All Tender Documents not falling within 17.4 below must be uploaded to the Electronic Tender Facility and not sent to the Council in the post or via other means. If Tenderers fail to comply with this requirement, the Council may regard their Tender as invalid.

Where:

1. A Tenderer cannot provide a Tender Document electronically and the Council has provided written approval for the Tenderer to submit such document in hard copy; or
2. The Council considers it best for Tenderers to provide a hard copy of a Tender Document and the Council requests Tenderers to submit such documents in hard copy, then Tenderers must send such documents in the post in accordance with 17.12 instead of uploading them on to the Electronic Tender Facility. Such hardcopy tender documents must be submitted no later than the closing date and time specified in paragraph 17.4 below.

17.4 Electronic Tenders must be completed in full and submitted electronically via the Electronic Tender Facility prior to **12 Noon on 8th September 2022.** *(The Council advises Tenderers to submit their Tender Responses in plenty of time before the expiry of the Tender Period. Tenderers who begin the submission process within the last hour before the deadline have less success in fully submitting all required information. This advice is offered only to assist Tenderers avoid or negate any difficulties which may arise in the practical act of submitting their Tender Response electronically.)*

17.5 If your organisation experiences Technical Difficulties with the ETF: Tenderers

should raise their issue promptly with the Helpdesk, in sufficient time before the deadline, to allow action to be taken. Issues highlighted by individual Tenderers too close to or after the deadline, which are not linked to any widespread problems with the ETF may result in your organisations submission failing to meet the minimum requirements of the Tender Evaluation. This includes but is not limited to failure on the part of the Tenderer to submit all relevant Sections and/or all required information.

**Tenders cannot be submitted after the deadline 12 Noon on 8th September 2022.**

17.6 When lodging an electronic Tender via the Electronic Tender Facility, Tenderers should be aware that there is no document size limit.

17.7 Electronic signatures are not required when submitting an electronic Tender. However, for all documents requiring signatures (e.g. the Tender Form):

1. Tenderers are required to attach scanned PDF versions of each document containing its original signature when submitting electronic Tenders;
2. the Tender Form must be duly signed;   
   and
3. if successful, Tenderers must submit the original signed copies of all such documents to the Council in hard copy on request prior to the actual award of the Contract.

17.8 On successful submission of electronic Tender documents via the Electronic Tender Facility, Tenderers will receive an automatic screen message confirming the uploading of the Tender documents was successful.

17.9 For the avoidance of doubt, electronic Tenders **cannot be submitted after the deadline 12 Noon on 8th September 2022** and therefore such Tenders will NOT be considered.

17.10 In respect of submitting Tenders electronically via the Council’s Electronic Tender Facility, you acknowledge and understand that:

1. the Council shall not be liable or responsible for the loss, damage, destruction or corruption of any electronically submitted Tender however caused;
2. the Council may not discover corruption of, viruses in or illegibility of the Tender Documents lodged via the Electronic Tender Facility until after the Tender submission date and time; and
3. faults made by you in the submission of your electronic Tender are not the responsibility of the Council and no extension of time will be made by the Council for your Tender submission;
4. the Council accepts no responsibility for the capability of your email systems, including the system’s storage capacity and your failure to check your email system for correspondence received from the Council or the Electronic Tender Facility in respect of the electronic tender; and
5. Tenderers are responsible for ensuring that the employee / staff member you assign to be the one User of the Electronic Tender Facility is available for the full period of the electronic tender process.

17.11 If Tenderers decide not to submit a Tender, you must destroy and delete any and all Tender Documents downloaded and/or copied (electronically or otherwise) from the Electronic Tender Facility.

**18. HARD COPIES OF TENDER DOCUMENTS**

18.1 Tenderers should **not** submit hard copies of Tender Documents except where specifically requested by the Council. Where the Council requests Tender Documents to be submitted in hard copy:

(i) Such documents shall be completed in black ink throughout to facilitate the reproduction of such documents.

1. The documents are to be sealed in an envelope or package and forwarded to the Council paying all carriage or postage as appropriate.
2. The Form of Tender **must** be signed as follows and you shall produce immediately upon request by the Council documentary evidence of any authorisation for signature:
3. where you are an individual, by you; or
4. where your organisation is a partnership, by at least two duly authorised partners; or
5. where your organisation is a company, within the meaning of the Companies Act 2006, either by a director or secretary of the company, such person being duly authorised for that purpose or by another person duly authorised provided that proof of authority to sign is submitted with the Form of Tender; or
6. where your organisation is an industrial and provident society, by two members of the committee of management or by a member of the committee of management and the secretary, such persons being duly authorised for that purpose.

**19. ACCEPTANCE OF TENDER**

19.1 Following evaluation of the Tenders the Council will make a decision on which, if any, Tender(s) shall be accepted.

19.2 Any acceptance of a Tender by the Council shall be in writing and shall be communicated to the Tenderer(s).

19.3 Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed Provider(s) shall execute a formal contract(s) in writing upon request of the Council.

**20. TUPE**

20.1 The Parties recognise that the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014" (TUPE) may apply in respect of the award of the Contract, and that for the purposes of those Regulations, the undertaking concerned (or any relevant part of the undertaking) may transfer to the Provider on the commencement of the Contract.

20.2 The Council has identified a likelihood that, should this procurement exercise result in a new supplier being appointed, one or more employees of an existing supplier may have rights of transfer.

20.3 The Provider shall take legal advice to determine the effect of the Transfer of Undertakings (Protection of Employment) Regulations on any staff employed in pursuance of this contract and to carry out any actions the regulations may require. However it is each Provider’s responsibility to consider whether or not TUPE applies and Provider’s should take their own legal advice as to whether TUPE will apply and the financial implications for their Tender.

20.4 Providers should note that all TUPE information is provided on the basis that it is confidential and must not be used, other than in connection with this Tender. Providers who are not prepared to keep the information confidential shall destroy the information and warrant to the Council that it has been destroyed.

20.5 The TUPE information is provided to support Tenderers to assess and price the potential employment costs and liabilities and indicate their plans for transferring employees in their Tenders.

20.6 The Council accepts no liability whatsoever for any loss or damage suffered by any Provider who submits a successful bid pursuant to this invitation should it subsequently be held that such bid and the award of the Contract to the Provider does not constitute a transfer within the meaning of TUPE or the Directive. The Council will not indemnify the successful Provider against any such loss.

20.7 The current Providers have provided relevant information relating to staff employed in connection with the provision of the Services which will be made available on receipt of the signed confidential agreement. The TUPE information has been provided by the existing Providers and, therefore, the Council does not warrant the accuracy or completeness of this information and does not accept any liability ensuing from any inaccuracy in, or omission from, the information.

20.8 The successful Provider will be required to consult with recognised trade unions and employee representatives about any likely consequences for staff (envisaged measures).

20.9 The current Providers have provided relevant information relating to staff employed in connection with the provision of the Services which will be made available on receipt of the signed confidential agreement (Section H).