

**INVITATION TO TENDER**

**for the Provision of**

**an Employee Assistance Programme**

**Supply the South West reference number: DN722877**

**INTRODUCTION TO BATH & NORTH EAST SOMERSET COUNCIL**

**Bath and North East Somerset** (**B&NES**) is a unitary authority created on 1 April 1996 following the abolition of the County of Avon. The Council has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets & fairs, refuse collection, recycling, cemeteries & crematoria, leisure services, parks, and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km2), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal settlement in the district.

Bath developed as a spa resort in Georgian times and remains a major cultural tourism centre having gained World Heritage City status.

**The CORPORATE STRATEGY**

The Corporate Strategy is the Council’s overarching strategic plan. It sets out what we plan to do, how we plan to do it, and how we will measure performance. The Strategy was agreed at the Cabinet Meeting on 22 July 2020. You can view the details on our website -<https://beta.bathnes.gov.uk/corporate-strategy-2020-2024-survey>

We have one overriding purpose – **TO IMPROVE PEOPLE’S LIVES**.

We have two Core Policies:

1. **TACKLING THE CLIMATE AND ECOLOGICAL EMERGENCY**

In 2019, we declared a climate emergency across Bath & North East Somerset.

Our commitment is to net zero carbon by 2030. This was followed by a declaration of ecological emergency in 2020. In 2020 the Council declared an Ecological Emergency with a commitment to be nature positive by 2030.

1. **GIVING PEOPLE A BIGGER SAY**

We want to make sure we are involving local people, parish councils and others in our decision-making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

**SUPPLIERS AND CONTRACTORS WHO DO BUSINESS WITH THE COUNCIL MUST COMMIT TO HELPING THE COUNCIL MEET THESE OBJECTIVES**

**STANDARDS REQUIRED BY CONTRACTORS AND SUPPLIERS**

*These standards are required by contractors/suppliers to perform the Contract in accordance with Council procedures. Should you require further information, please contact procurement@bathnes.gov.uk.*

Code of Conduct

* You are expected to give the highest possible standard of service with impartiality.
* Do not use any information obtained during the course of your Contract with B&NES for personal gain or benefit. Do not pass it on to others who might use it in such a way.
* You must follow all policies of the Council and not allow your own personal or political opinions to interfere with your work.
* You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community.
* It is expected that everyone working for/on behalf of the Council shall:
  + be honest.
  + maintain a high standard of integrity and conduct at all times.
  + not use his/her position to further private interests or those of relatives and friends
* You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts.
* No harassment of any kind will be tolerated. This includes but is not limited to sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient.

Equalities

* In your work you are expected to comply with Council policies and legislation (Equality Act 2010).
* B&NES is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength which contributes to the social and economic prosperity of the area.
* The Council aims to provide appropriate, accessible, and effective services and facilities to all sections of the community without prejudice or bias and equality of opportunity in all aspects of employment.

Modern Slavery

* You will ensure fair pay to contractors working at Council sites by applying the ‘Real Living Wage’ including sub-contractors.
* You will ensure fair and safe working conditions.
* Your workers must have a legal right to work in UK.
* You must not employ bonded workers.
* You must employ workers with legitimate qualifications from bona fide training organisations.
* You must pay your sub-contractors and workers on time.
* You must follow the rules of the Construction Industry Scheme (where relevant)
* You must report any breach or suspected breach to B&NES at the earliest opportunity

Health and Safety

* The Council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations.
* Health & Safety is everybody's responsibility, and we must all be continuously aware of our own safety and the safety of others in everything we do.
* Contractors must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do
* You must co-operate with your employer and B&NES on health and safety.
* You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions.
* You must not interfere with or misuse anything provided for your health, safety, or welfare.

Electronic Access (if relevant)

* + - Do not use any log on or password that has not been specifically set up for you.
    - Any use of e-mail or Internet facilities, business or private, must not breach the law.
    - Do not send, access, or transfer any information or message that is defamatory.
    - Do not download, copy, or transmit materials in breach of the Copyright, Designs and Patents Act.
    - Do not access, transmit or display any material with a content that is forbidden e.g. sexual material.
    - Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate B&NES contact.

General

* The Council will not tolerate unacceptable behaviour and will take appropriate action if required.
* Generally, the test of reasonableness should apply - “Would it be reasonable…….?”

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**Glossary**

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**SECTION 1 – THE REQUIREMENT**

1.1 **Overview and Background**

The Council wishes to establish a Contract for the provision of an Employee Assistance Programme (EAP) for all employees. The Council is managing this procurement in accordance with the Public Contracts Regulations.

This is a services contract being procured using a one stage process. The services are considered to be Light Touch Services.

The current contract for Employee Assistance expires on the 31st of October 2024.

1.2 **Strategic Objectives of the Contract**

The EAP enables the Council to provide independent support and information for staff, in particular telephone and face-to-face counselling on a confidential basis. The Council is not required to have an EAP provider, however for any employees suffering from stress being able to self-refer to EAP forms an important part of the Council’s offer to staff and fits with the Council’s ‘Supportive’ values.

1.3 **Specification**

Please find attached Appendix 1 – Specification.

1.5 **Term of Contract/Goods or Service Requirement Date**

This agreement will commence on 1st November 2024 and expire on 30th April 2027.

There is provision for two 12 month contract extensions beyond the initial term.

1.6 **Estimated Value of Contract**

This tender has been valued at £20,000 per annum (£100,000 in total including possible extensions)

*Please Note:* The Contract value is estimated and subject to the requirements of the service. Any bids received in excess of the Contract Value will be excluded from the process.

**SECTION 2 – INSTRUCTIONS TO BIDDERS**

2.1 **E-Tender System**

The Council uses the Supplyingthesouthwest e-Tendering system to issue Invitations to Tender and to receive responses from Bidders.

**Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-Tendering system at** [**www.supplyingthesouthwest.**](http://www.supplyingthesouthwest.)**org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.**

Assistance in relation to the e-Tender system is available to Bidders via the Supplier Help facility on the Login page. Supplier Guidance documents are also available to view and download. If you are still unable to resolve your issue in using the system you should send an e-mail to [ProContractsuppliers@Proactis.com](mailto:ProContractsuppliers@Proactis.com) explaining the nature of your query.

2.2 **Register Intent or opt out**

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Bidders will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Bidder does not wish or is unable to submit a Tender and not interested in proceeding, then they should click “Opt Out” to decline the opportunity.

2.3 **Preparation of Tender**

Bidders must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Bidder, whether their offer is successful or not.

Information supplied to the Bidder by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Bidders must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Bidders of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Bidders will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-Tender system.

2.4 **Price Schedule/s**

The Council requires Bidders to complete and upload Price Schedule(s) where requested to do so within the e-Tender system.

All prices shall be in Pounds Sterling and exclusive of VAT.

2.5 **Other Documents or Supporting Evidence**

As instructed to do so within the e-Tender system, the Bidder must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. Only Tenders submitted without qualification, in accordance with this invitation to Tender will be accepted for consideration. The Council’s decision on whether a Tender is acceptable or not will be final and the Bidder concerned will not be consulted. If a Bidder is excluded from consideration, the Bidder will be notified.

2.6 **Returning Your Completed Tender**

Bidders are required to submit their Tender within the e-Tender system by the time and date in the Procurement Timetable at the end of Section 2.

It is the Bidder’s responsibility to ensure that the Tender is submitted and that all the requested documentation has fully uploaded by the closing date and time. Bidders should therefore allow enough time to complete questions and upload their response. Please do not leave it to the last minute.

Failure to complete and upload the requested documentation within the e-Tendering system will result in the Council rejecting the Tender as a Fail / Non-compliant Tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZipor WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered. The Council is under no obligation to consider partial submissions.

Emailed or hard copy Tenders will not be accepted.

If the Council issues an amendment to the original Tender, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be notified to all Bidders.

The Bidder’s Tender response will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Bidders shall accept and acknowledge that by issuing this Invitation to Tender, the Council shall not be bound to accept any Tender. The Council reserves the right not to conclude a Contract or Framework Agreement for some or all of the goods, services and/or works for which Tenders are invited.

1.8 **Tender Validity**

The Tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 **Communication**

All contact and communication during this procurement should be submitted in writing through the e-Tendering system.

Bidders should seek to clarify any points of doubt or difficulty using the messaging facility in the Supplyingthesouthwest e-Tender system. They must submit clarifications at least 10 days prior to the closing date of the Tender for the Council to respond. It is not acceptable for Bidders to seek clarifications via telephone or e-mail outside of the e-Tender system. Please check the messaging system before submitting the clarification to make sure it hasn’t already been asked/answered.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the Tender. Bidders should therefore not include within their question the organisation’s name and any potential commercially sensitive information.

2.9 **Confidentiality**

The Bidder must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an ‘In Confidence’ basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint Bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the Tender process will be excluded from the process.

2.10 **Grounds for Rejection**

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:

* A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council’s submission requirements which have been notified to Bidders.
* the Bidder and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations and/or fails to certify that it has fulfilled these requirements.
* the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process.
* the Bidder and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
* there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members.
* dis-qualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

2.11 **Disclaimer**

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.

Neither the Council, nor any relevant other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff, or agents:

* make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the ITT; or
* accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of then be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 **Freedom of Information Act**

The Council must adhere to the ‘Freedom of Information Act 2000’. The Act allows access to information held by the Council, including Tender documents and Contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret.

Bidders are requested to state which part, if any, of the information supplied with their Tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Bidders’ statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 **Transparency**

Bidders should be aware that if they are awarded a Contract, details about the resulting Contract will be published on the Council’s website in accordance with the Local Government Transparency Code 2015. For further details of what the Council must publish, please visit the Local Government Association website at [www.local.gov.uk](http://www.local.gov.uk)

In some circumstances limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a Tender, the Bidder accepts the Council’s right to publish details of expenditure as well as information contained within the Tender.

2.14 **Equality**

The Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area.   This extends to its commercial relationships with its suppliers.

All suppliers will be treated fairly and equitably before, during and after the Tender procedure. Should you have any concerns about the way in which an officer of the Council has treated you, then you should, in the first instance, contact the Head of Strategic Procurement & Commissioning.

2.15 **Ethical Procurement**

The Council will consider the impact of economic and social factors along with price and quality and must ensure that the practices its Suppliers and Contractors undertake are above reproach.

Any indications of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and child labour will be challenged.

Where a Contract exists between the Council and a Supplier or Contractor and it is found that any of the practices above exist, then then Council will be entitled to terminate such a Contract in accordance with its terms and conditions.

2.16 **Climate and Ecological Emergency**

Climate change impacts the current and future wellbeing of our local residents and so the Council has decided to take urgent action. In 2019, the Council declared a climate emergency across Bath & North East Somerset and is committed to playing its part by adopting a policy of net zero carbon by 2030.

In 2020 the Council declared an Ecological Emergency with a commitment to be nature positive by 2030 and has since produced an Ecological Emergency Action Plan in which key goals are:

* Increase the extent of land and waterways managed positively for nature across B&NES
* Increase the abundance and distribution of key species across B&NES
* Enable more people to access and engage with nature

The key areas that will be tackled by the Council under its Climate Emergency Strategy are:

* Support transition to a green local economy.
* Enable a major shift to walking, micro mobility (cycling), car-sharing, buses, and rail.
* Carbon neutral development and energy efficiency retrofitting.
* Increase natural environment carbon stores and biodiversity.
* Carbon neutral, social and affordable housing.
* Energy efficient homes.
* Improvement to the transport infrastructure.

The Council is committed to working with suppliers who are able to demonstrate how they are actively reducing their carbon footprint. Where possible contracted suppliers will be expected to work with the Council to contribute to the achievement of its net zero- policy through the delivery of the contact.

2.17 **Social Value**

As a public body, Bath & North East Somerset Council(B&NES) has a legal obligation under the Public Services (Social Value) Act 2012 to consider the social value that can be achieved from the procurement of services.

**What is meant by ‘Social value’?**

The Social Value Act requires public bodies to consider how the services they commission and procure might improve the economic, social and environmental well-being of the area. This means B&NES considering the benefit to the community from a commissioning/procurement process over and above the direct purchasing of goods, services and outcomes.

We are looking for suppliers, as the experts in delivering the provision, to tell us what additional value they are able to offer through delivery of the service that would benefit Bath & North East Somerset. This may be something you already offer in existing contracts or may be an entirely new innovation in relation to this provision.

**What isn’t ‘Social value’?**

Social value is classed as additional value, above and beyond the specification, provided as an outcome of delivering the contract, therefore if you had a fleet of electric vehicles but wouldn’t be using them for this contract, this would not be relevant in your response. Equally, if you employ 5 apprentices, regardless of this contract, that would not be considered as social value either, as you are doing this anyway. If, however, you were to employ or retain apprentices as a direct result of winning this contract, this would be classed as social value.

Another area often confused with Social Value is Corporate Social Responsibility (CSR). Whilst we commend those delivering a high level of CSR, this is not considered as Social Value as it is something you are doing as an organisation regardless of the outcome of this tender and does not necessarily provide any benefit to Bath & North East Somerset as an area.

Social value should directly impact the area of Bath & North East Somerset; therefore, considerations should be made around who would benefit from the social value you are offering, would it be the residents of Bath & North East Somerset? If you were based in London and proposing to hire staff locally to the head office, you can see that, whilst that would provide jobs which is good, it would not provide those jobs to Bath & North East Somerset residents, therefore wouldn’t be relevant.

2.18 **Step-In Rights**

The Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the Contract.

2.19 **Payment to Sub-Contractors**

Bidders should be aware that if they enter into a sub-contract with another organisation for the purpose of performing their obligations under the Contract, they shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

2.20 **Procurement Timetable**

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| Date or Target Date | Activity |
| 1st July 2024 | ITT issued to potential suppliers |
| 13:00@19th July 2024 | Closing date for clarification questions to be submitted |
| 22nd July 2024 | Council responds to clarification questions |
| Friday 26th July 13:00pm | Closing date and time for receipt by the Council of Bidders responses to the ITT |
| WC 29th July - 9th August 2024 | Evaluation of the ITT responses by Tender panel & supplier financial accounts by Internal Audit |
| WC 23rd September 2024 | Award decision made and award letter issued |
| WC 1st October 2024 | Contract award concluded |
| 1st November 2024 | Commencement Date of Contract |

2.21 **Required documents**

The table below indicates which documents are included in this Invitation to Tender. Bidders should ensure that they complete and upload ALL the required documents within the Supplyingthesouthwest e-Tendering system. Failure to complete and return documents may result in a reduction in the overall score for the Tender.

|  |  |
| --- | --- |
| DOCUMENT TITLE | COMPLETE AND UPLOAD |
| Invitation to Tender Volume 1 – For Information | û |
|  |  |
| Invitation to Tender Volume 2 – Response Document | ü |
|  |  |
| Appendices |  |
| Appendix 1 - Specification | û |
| Appendix 2 - Terms and Conditions of Contract | û |
| Appendix 3 – Scoring Methodology | û |
| Appendix 4 – Data Protection Screening Questionnaire | ü |
| Appendix 5 – Key Performance Indicators | û |
| Appendix 6 – Indications of Categories of staff employed | û |

2.22 **Terms & Conditions**

The Council’s Terms and Conditions of Contract are attached, at Appendix 2.

These are the terms that will apply to this contract. When you submit your tender response, you are agreeing to be bound by these terms.

**SECTION 3 – STANDARD SELECTION QUESTIONNAIRE GUIDANCE**

3.1 **Instructions**

Failure to respond to any relevant question[[1]](#footnote-2) in the **Standard Selection Questionnaire** will mean the evaluators will mark the whole Tender as having failed and exclude the Tender from further evaluation. All questions are mandatory unless stated otherwise.

**Please complete and return the Standard Selection Questionnaire within the attached ‘Invitation to Tender Volume 2 – Response Document’.**

3.2 **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The SQ template includes a self-declaration, made by you (the potential supplier), that none of the grounds for exclusion apply[[2]](#footnote-3). If any of the grounds for exclusion do apply, there is an opportunity to explain any measures you have taken to demonstrate your reliability notwithstanding the existence of a ground for exclusion (we call this self-cleaning).

We require all the organisations that form part of your bidding group/consortium and each subcontractor that you are relying on to meet the selection criteria to provide a completed part 1 and part 2. This means that where you are joining a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Subcontractors that you rely on to meet the selection criteria, must also complete a self-declaration (although subcontractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

3.3 **Supplier Selection Questions: Part 3**

The procurement documents will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group/consortium or intend to use subcontractors, you should complete all of the selection questions on behalf of the group/consortium and/or any subcontractors.

If the relevant documentary evidence referred to in the Standard Selection Questionnaire is not provided upon request and without delay, we reserve the right to exclude you from the procurement process, including where an award decision has already been notified, and award to another supplier.

3.4 **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

* 1. **Notes for completion**

The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

“You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.

For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.

For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:

* members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
* the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn’t necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

All subcontractors are required to complete their own part 1 and part 2[[3]](#footnote-4).

For answers to part 3 – If you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/ or any subcontractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](http://www.legislation.gov.uk/uksi/2015/102/schedule/1/made) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](https://www.gov.uk/government/publications/mystery-shopper-scope-and-remit) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

**SECTION 4 – QUALITY QUESTIONNAIRE GUIDANCE**

4.1 **Instructions**

Suppliers are required to answer the Tender Questionnaire comprehensively and provide evidence, where requested to support their answer.

Questions in the **Quality Questionnaire** will be scored in accordance with the published award criteria and weightings in Section 6 of this document.

**Please complete and return the Quality Questionnaire within the attached ‘Invitation to Tender Volume 2 – Response Document’.**

4.2 **Word Count Limits**

Where a word count is stipulated for a narrative response, it must be adhered to. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated unless specified within the question and the evaluation criteria.

Where a word count limit is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow bidders to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question.  Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. For this purpose, "word" shall be given its normal meaning i.e. as a single unit of language.

Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (notwithstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.

**SECTION 5 – PRICING SCHEDULE GUIDANCE**

5.1 **Pricing**

Bidders must complete the pricing schedule within the attached ‘Invitation to Tender Volume 2 – Response Document, with all the proposed charges/prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.

Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.

The Council reserves the right to request further clarification of the pricing information by sending the Bidder a clarification message through the e-tendering system.

All charges/prices must be in pounds sterling and should be exclusive of VAT.

All pricing information will form the basis of any resulting Framework Agreement or Contract.

**Please complete the pricing schedule within the attached Invitation to Tender Volume 2 response document.**

**SECTION 6 – EVALUATION AND AWARD**

6.1 **Evaluation of Tender**

The award decision will be based on the evaluation criteria Quality 70% / Price 30%, as outlined in 6.2 The winning Bidder is deemed to have submitted the Most Economically Advantageous Tender. Evaluations will be carried out by Council Officers who will follow the agreed process in accordance with the Council’s procedures.

This Invitation to Tender is in two parts:

i. The Standard Selection Questionnaire

ii. The Quality Questionnaire

The response to the Selection Questionnaire will be evaluated first. Bidders MUST pass all questions in this section.

Failure to pass any of the questions in the Selection Questionnaire will result in the Tender being disqualified and the Tender Questionnaire will not be evaluated.

The Data Protection Screening Questionnaire received by the winning bidder, will be assessed in accordance with information in Appendix 4. The council reserves the right to exclude any organisation assessed as High Risk on any of the evaluation questions.

6.2 **Award Criteria & Weightings**

Submitted Tenders will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below. Please also refer to Appendix 3 for the Scoring Methodology for further guidance.

|  |  |
| --- | --- |
| **AWARD CRITERIA & WEIGHTINGS**  All questions are mandatory unless stated otherwise. Bidders must submit a response to each one. Failure to complete any question may result in a Fail as Evaluators will not be able to fully evaluate the Tender | |
| **Selection Questionnaire**  **Pass / Fail:** Part 2 Exclusion Grounds and Questions 4 to 8 of Part 3 Selection Questionnaire are Pass/Fail questions. Sections or questions scored as ‘Fail’ will result in the disqualification of the Tender and it will not proceed to full evaluation. | |
| **Tender Questionnaire** | |
| **Quality**  70% | See Invitation to Tender Volume 2 for Quality Questionnaire and Appendix 3 Scoring Methodology for evaluation weightings detail.  **Scored Questions:** Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder’s submitted responses. The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.  If the tenderer receives a score of either 0 or 1 on any question or criteria, the Council reserves the right to exclude that bidder from further consideration.  **In addition to the scoring of the main tender questionnaire, the 0 – 5 criteria detailed below will also be used to score Social Value method statements.**  0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Bidder’s experience, capacity and ability to meet its requirements.  1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Bidder’s experience, capacity and capability to meet its requirements.  2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Bidder’s experience, capacity and capability to meet its requirements.  3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Bidder’s experience, capacity and capability to meet its requirements.  4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Bidder’s experience, capacity and capability to meet its requirements.  5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Bidder’s experience, capacity and capability to meet the Council’s requirements.  **Applying weightings to scores**  The total weighting will be 100% which is split between Price and Quality. The split is shown in the left-hand column of this table.  Individual scored questions will be weighted to account for their level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. e.g. if a question is weighted as 20% and scored as 5/5 then the weighted score would be 20/20. If the score were 4/5, then the weighted score would be 16/20.  All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid.  The blank Scoring Methodology sheet attached in Appendix 3 will show the calculations. |
| **Price**  30% | **Price Evaluation:**  **Please complete Price Schedule within the attached ‘Invitation to Tender Volume 2 – Response Document.**  The scoring is carried out within an Excel spread sheet outside of the e-Tender system.  All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.  Example if the price weighting were 40%, the calculation would be:  (40\* lowest price)/bid price  The lowest price bid would receive the full 40 points.  A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES Council will not award a negative price score  **Abnormally Low Tenders**  In the event of the Council having received an abnormally low tender, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations |
| **Total Weighted Score** | The weighted scores for Quality and Price are added together to get a final total score out of 100.  In the event of a tie-break, the Council will award to the Bidder with the highest overall Quality score. |

6.3 **Clarifications**

Upon examination of the Tenders, the Evaluation Panel may request clarifications from the Bidders. The question(s) will be submitted on the e-Tendering system and Bidders must respond in the same manner.

If clarifications are received from Bidders outside the e-Tendering system, the Panel will ask them to redirect them through the e-tendering system.

It may be necessary to also hold a clarification meeting separately with the Bidders for due diligence purposes. If, as a result of these meetings, the Evaluation Panel decide that the initial scores require adjustment, then the Bidders will be requested to submit a clarification response via the e-tendering system. The Evaluation Panel will keep notes of the reasons why the scores have been adjusted.

6.4 **Site Visits**

It may be necessary for the Tender panel to undertake a site visit (where appropriate) to see a service in situ at a Bidder’s customer’s offices. If this is carried out as part of the evaluation of the Tender, then the site visit will be scored and included as a weighted criterion in the quality section of the table above. If the visit is for due diligence purposes only, it will not be scored.

6.5 **Final score**

Both the quality and price scores from the Tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a total final score and the Bidder with the best overall total final score shall be identified as the winning Bidder.

6.6 **Customer References**

The Council reserves the right to take up references for the winning Bidder. These will not be scored and will be for due diligence purposes only. The Council will consider whether to award the contract or seek further clarifications from the Bidder.

6.7 **Right to Not Award**

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Bidders in preparing their responses.

6.8 **Right to Terminate Subsequent Contract**

The Council reserves the right to terminate any resulting Contract, if it is discovered that the Bidder made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

6.9 **Evaluation Report**

An evaluation report will be produced by the evaluators and a recommendation made to award to the winning Contractor. The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

6.10 **Contract Award**

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract. The successful company will receive a written notification letter that the Council is intending to award them the business.

Unsuccessful companies will receive a written notification that they have been unsuccessful, and that the Council intends to award the Contract to another bidder.

6.11 **Contract Acceptance**

Upon the Council’s acceptance of a tender, a Contract shall thereby be formed and become binding on both parties. Bidders should not submit a tender unless they agree to be bound by the form of contract issued with that tender.

The successful Bidder must not undertake work without written notification that they have been awarded a Contract and are required to start work.

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6.12 **Withholding of Confidential Information**

The Council will be careful not to disclose confidential information of the successful Bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

**Glossary**

‘Bidder’ means the company that is submitting a Tender response to this Invitation to Tender document.

‘Contracting Bodies’ or ‘Contracting Body’ means a public sector organisation or Local Authority described in the Contract or Framework Agreement which is allowed to procure under the Contract.

‘Contractor’ means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services or Works under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns.

‘Council’ means Bath & North East Somerset Council;

‘Contract’ means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

‘e-Tender system’ means the electronic Tender system Supplyingthesouthwest. It is provided by ProActis and is hosted via http://www.supplyingthesouthwest.org.uk;

‘Invitation to Tender’ means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement.

‘Offer’ means the offer made by the Bidder in relation to the proposed Contract.

‘Specification’ means the scope and description of the Goods, Services or Works to be provided pursuant to this Contract as set out in Section 1 – Specification.

1. For example, if a question asks how, you would manage sub-contractors and you do not have sub-contractors then this question would not be relevant [↑](#footnote-ref-2)
2. See Annex D for full list of exclusions. [↑](#footnote-ref-3)
3. See [PCR 2015 regulations 71 (8)-(9)](http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf) (<http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf>) [↑](#footnote-ref-4)