

**Invitation to Tender**

**Tender for THE PROVISION OF repairs TO**

**jackson’s lANE CAR PARK, WELLINGBOROUGH**

**PROJECT REF: DN589509**

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**Annexes**

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| --- | --- | --- |
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|  | Quality Questionnaire | within Open Tender Response Document |

**Part 1: Introduction**

1. **General Information**
	1. This Invitation to Tender (hereafter referred to as “ITT”) contains instructions and key information about the procurement process. Potential Suppliers (“Potential Supplier” and/or “Potential Suppliers” are the terms used to describe any organisation who accesses this ITT once it has been published) must comply with the ITT for their Tender Response to be considered. This ITT constitutes the conditions of the procurement process and by participating, you are agreeing to these conditions.
	2. North Northamptonshire Council (hereafter referred to as the “Council”) wishes to invite Tender Responses for the supply of works in respect of this requirement.
	3. This procurement process is being managed by Welland Procurement in partnership with the Council, in accordance with the Public Contracts Regulations 2015.
	4. This procurement is being conducted in accordance with the Council’s drive to deliver best value whilst meeting its own requirements. At the end of this procurement process, the Council may choose to award the contract(s). Any contract(s) which the Council awards, will be to the provider(s), who submitted the most economically advantageous tender(s).
	5. You are required to respond to all sections of this ITT
2. **Contract Term and Value**
	1. The Council proposes to enter into a fixed term Contract using the JCT Minor Works form of Contract with the preferred Contractor, for the undertaking of the works detailed within this tender documentation. The Council requires these works undertaken at the earliest opportunity and to be completed no later than 1st June 2022. Tenderers are asked to submit their best programme for completion of the work with their tender submission.
	2. The Contract Period will be the preferred Contractor’s programme; these dates are to be submitted as part of their tender submission.
	3. The Contract Sum will be the preferred Contractor’s Tender Sum.
3. **Procurement Scope**
	1. The Council’s detailed requirements are defined in the Scope of Works (Specification).
	2. The Council is conducting this procurement through the open tendering procedure to identify the provider(s) for the requirement.
	3. No information in this document is, or should be relied upon as, an undertaking or representation as to the Council's ultimate decision in relation to the requirement. The Council reserves the right, without notice, to change the procurement process detailed in this ITT, or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. This will be subject to the normal rules of public law and procurement principles and rules.
	4. Moreover, the Council reserves the right to provide further information or to supplement and/or to amend the procurement process for this ITT. You participate in this procurement process at your own risk. The Council shall not accept liability nor reimburse you for any costs or losses incurred by you in relation to your participation in this procurement process, whether the Council has made changes to the procurement process or not.
	5. The Council also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of Tender Responses or otherwise. In such circumstances, the Council will not reimburse any expenses incurred by any person in the consideration of and/or response to this document. You make all tenders, proposals and submissions relating to this ITT entirely at your own risk.
4. **LOTS**
	1. The work is not being split into LOTs. The works comprise a specific and distinct scope of works which will be undertaken in a single short timeframe.

**Part 2: Instructions and Guidance**

1. **Electronic Tendering**
	1. The Council is utilising an electronic tendering tool to manage this procurement process. All documents and communications issued by the Welland Procurement Team will be sent via Welland’s e-Procurement portal provided by ProContract.
	2. Please note that any correspondence issued by the Council (or Welland Procurement acting on their behalf) via ProContract, will be sent to the named registered person on a potential supplier’s account. It is therefore advised that potential suppliers make sure that this named point of contact shares any clarification and/or correspondence issued by the Council, with all colleagues who are participating in the tender exercise. The Council is not responsible if the named registered person does not share information and/or documents supplied to them via the portal.
	3. Potential suppliers that require any technical assistance in using the portal or have any difficulty registering or logging in, should contact the system provider ProContract, who operates the website and portal.

Tel: 0330 005 0352 (8.30am to 5.00pm Monday to Friday);

Email: ProContractSuppliers@proactis.com; or

Log a support ticket [online](https://proactis.kayako.com/ProContractV3/Tickets/Submit/RenderForm).

* 1. Please note that the ProContract Support Team will not be able to answer any questions relating to the Tender content. Requests for clarification must be submitted to the Council via the messaging function of the project within ProContract.
	2. Completed Tender Responses and communications can only be submitted electronically, using the Council’s e-Procurement portal. Fax, post and/or e-mail submissions will not be considered even if received before the relevant Deadline for Submission, set out in Table C, unless there is suitable justification for doing so (e.g. the system was not available). It is the responsibility of the potential supplier to prove if this is the case and acceptance of any bids which are not submitted via ProContract for whatever reason, will be at the Council’s absolute discretion.
	3. Where a potential supplier advises that a tender submission deadline may be or has been missed due to the Council’s e-Procurement portal being unavailable, the Council should obtain a system report from ProContract, prior to the Council exercising its discretion as to whether to accept or reject the Potential Suppliers Tender Response.
	4. Potential Suppliers are responsible for the successful submission of their tender. Tender Responses will automatically be receipted upon a successful submission to the ProContract system. If a Potential Supplier does not receive an acknowledgement from ProContract, it is unlikely that the submission has been received. In this instance it is advised that the Potential Supplier contacts ProContract.
	5. Potential Suppliers are strongly advised to complete and submit their Tender Response, allowing an adequate amount of time before this deadline to ensure that there is sufficient time to overcome any IT problems, which may accompany the submission of the tender. Potential Suppliers are strongly recommended not to leave uploading of all data to the last day. Neither the Council nor its e-tendering system provider will be responsible for any failure to upload data due to insufficient time being allowed by Potential Suppliers. If you encounter a problem with using the e-Procurement portal that will prevent you from submitting your response before the closing date and time you must log the problem with the ProContract support desk taking note of the time and contact details of the advisor you speak to. Please also contact the Council and Welland Procurement via the messaging function within the project on ProContract.
1. **Procurement Timetable and Key Dates**
	1. This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Potential Suppliers are treated equally.
	2. All documents, which comprise any Tender Response, must be received by the Council no later than the Deadline for Submission of Bids, set out in Table C, below.
	3. The procurement process is intended to follow the timetable set out in Table C, below.

**Table C**

| Activity | Time and Date(as applicable) |
| --- | --- |
|  | Publish Tender Documents | Thursday, 23 December 2021 |
|  | Deadline to request Site Visit | Friday 7th January 2022 |
|  | Site Visit | 4th – 14th January 2022 |
|  | Deadline for Questions from Potential Suppliers | 17:00 on Friday, 14 January 2022 |
|  | Deadline to Provide Answers to Questions from Potential Suppliers | Friday, 21 January 2022 |
|  | Deadline for Submission of Bids | 12:00 noon on Friday, 28 January 2022 |
|  | Evaluation of Bids Received\* | Friday, 4 February 2022 |
|  | Notification of Award\* | Tuesday, 8 February 2022 |
|  | Contract Award\* | Friday, 11 February 2022 |
|  | Contract Start\* | TBC |
|  | Contract End  | No later than Wednesday, 1 June 2022 |

* 1. The Council reserves the right to amend this timetable, and items marked with an asterisk, i.e. \*, are provided for **guidance only** and are **subject to change** at short notice.
	2. Potential Suppliers must submit their Tender Responses, including all documents comprising the tender, via ProContract by no later than the Deadline for Submission of Bids identified in Table C.
	3. Any tender received after the Deadline for Submission of Bids identified in Table C, may be rejected. Therefore, it is the Potential Supplier’s responsibility to ensure that the deadline is not breached.
1. **Site visits**
	1. Potential suppliers are required to make arrangements to undertake a supervised site visit to the below site(s):
* Jacksons Lane Car Park, Jacksons Lane, Wellingborough, Northamptonshire, NN8 4LD
	1. Attendance at a site visit is mandatory as part of this procurement process. The Council reserves the right to eliminate bids from the procurement process (without evaluation), that are received from any potential supplier that has not attended a site visit.
	2. Site visits must be arranged by contacting Mr Alex Manuel – email: am@underwoods.co.uk, or 07392 869 159. The deadline for submitting a request for attending a site visit is 12 noon on 14th January 2022.
	3. Site visits can be arranged within the dates below and will be supervised by Mr Alex Manuel, 07392 869 159
* 4th January – 7th January 2022
* 10th January – 14th January 2022
	1. Potential suppliers must only bring a maximum of 2 representatives from their organisation to the site visit.
	2. Masks must be worn by those attending site visits unless medically exempt from doing so.
	3. The duration of the site visits is expected to be in the region of 1 hour to enable potential suppliers to visit all areas. The visits will commence at the Jacksons Lane Car Park, Jacksons Lane, Wellingborough, Northamptonshire, NN8 4LD
	4. Potential suppliers should note that site visits may not be conducted on a per organisation basis, and there may be more than one potential supplier attending the same site visit.
	5. Any clarification questions that are asked as part of a site visit will be recorded and broadcast to all potential suppliers via the messaging function on ProContract
1. **Questionnaires**
	1. Potential Suppliers are required to complete two questionnaires, as set out in Open Tender Response Document; the Selection Questionnaire (hereafter referred to as the “SQ”), and the Award Criteria Questionnaire. These are to be completed and submitted in unison via ProContract.
	2. The SQ is designed to allow the Council to gather information and make assessments on Potential Suppliers’ credentials such as track records, financial credentials, whether they have been involved in corruption, whether they meet various selection criteria, and so on. The SQ works on a self-declaration model for all exclusion grounds for Parts 1 and 2.
	3. The Award Criteria Questionnaire has been designed to allow Potential Suppliers to explain how they will deliver the contract in terms of quality and price.
	4. Appendices 1 and 2 must be completed. Potential suppliers who do not complete these Appendices in full may be eliminated from this procurement process.
	5. Potential Suppliers must be explicit and comprehensive, keeping the information provided specific to and located within the question asked as this will be the single source of information on which responses will be scored and ranked.
2. **General Requirements**
	1. Potential Suppliers must:
		1. Only submit one (1) Tender Response;
		2. all documents and materials, which comprise the Tender Response, must be written in English only;
		3. Meet the Council's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender Response itself;
		4. Answer fully all relevant questions in the questionnaire(s) and respond in accordance with any specific requests as detailed in the question e.g. maximum word/page limits, etc;
		5. all additional information, which is outside the scope of the information specifically requested, must be in clearly referenced annexes. However, the Council reserves the right not to take the additional information into account, when it evaluates the Tender Response;
		6. Submit any attachments requested in an acceptable format to the Authority which includes MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files or any file format as specified in the question. Potential Suppliers who wish to submit an attachment in an alternative format must first check with the Council that it will be accepted;
		7. When uploading attachments to placeholders, please state the document title as the file name ;
		8. Submit any zipped files in WinZip format only;
		9. all Tender Responses become the property of the Council upon submission and will be subject to the Freedom of Information Act 2000; and
		10. Take sole responsibility for any costs and expenses incurred in connection with the participation in this procurement, including but not limited to the preparation and submission of their Tender Response.
	2. Potential Supplier’s Tender Responses should demonstrate their ability to meet the requirements set out in the Council’s published Scope of Works (Specification) and their proposals for doing so.
	3. The Council relies on Potential Suppliers’ own analysis and review of information provided. Consequently, the Potential Supplier is solely responsible for obtaining the information which they consider necessary to make decisions regarding the content of their Tender Response and to undertake any investigations they consider necessary to verify any information provided to them during the procurement process.
	4. Potential Suppliers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the ITT and their Tender Response, without reliance upon any opinion or other information provided by the Council or their advisers and representatives. The Potential Supplier must notify the Council promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
	5. No representation or warranty, express or implied, is or will be given by the Council or any of its agents or advisors with respect to such information or opinions. Any liability is hereby expressly excluded, and no costs or expenses incurred for preparing or producing of the Tender Response will be accepted by the Council.
	6. Potential Suppliers who wish to submit a Single Procurement Document (hereafter referred to as the “SPD”) as an alternative to the SQ must do so by submitting a completed document via the messaging function of the project. The submitted SPD must include all requirements as set out in the SQ to be compliant. All other requirements as set out in this document are applicable to any SPD submission.
	7. Potential Suppliers who wish to use e-Certis as their location for storing documentation that satisfy the SQ requirements will be required to provide links to their documents in their Tender Response. Potential Suppliers who use e-Certis are responsible for keeping their documents up to date.
	8. Tenders are to remain open for acceptance for a period of 90 days from the Deadline for Submission of Bids, set out in Table C.
3. **Clarification Questions Regarding the ITT Documentation**
	1. Any clarification questions relating to this ITT must be submitted through the messaging function of the project on ProContract.
	2. Potential Suppliers must submit any questions relating to this ITT via the messaging function of the Council's e-Tendering portal, no later than the deadline for receipt of clarifications relating to this procurement, as set out in the procurement timetable at Table C.
	3. The Council will endeavour to respond within five (5) working days to clarification questions, which have been received via the Council’s e-Procurement portal, prior to the deadline for receipt of clarifications relating to this procurement, as set out in the procurement timetable at Table C.
	4. Potential Suppliers should be aware that:
		1. if, in the Council's view, questions are of a general nature, the Council will provide copies of questions in a suitably anonymous form, together with answers, to all Potential Suppliers;
		2. if, in the Council's view, questions are of a specific nature, the Council will provide copies of questions, together with answers, only to the Potential Supplier seeking clarification; and
		3. the clarification process will be conducted based on the equal, transparent and non-discriminatory treatment of all Potential Suppliers.
	5. If a Potential Supplier wishes the Council to treat a clarification as confidential and not issue the response to all Potential Suppliers, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will inform the Potential Supplier, who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be published to all Potential Suppliers.
	6. The Council reserves the right not to answer ITT clarification questions, which it receives after the deadline for receipt of clarifications relating to this procurement, as set out in the procurement timetable at Table C.
4. **Consortia and Sub-Contractors**
	1. The Council requires all Potential Suppliers to identify whether and which sub-contracting or consortium arrangements apply in the case of their Tender Response, and, specify the share of the contract it intends to sub-contract, any proposed sub-contractors, and who the Potential Supplier intends the Council to contract with. For the purposes of this ITT, the following terms apply:
		1. **Consortium arrangement** – Groups of companies come together specifically for the purpose of bidding for appointment as the provider(s) and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.
		2. **Sub-contracting arrangement** – Groups of companies come together specifically for the purpose of bidding for appointment as the provider(s) but envisage that one of their number will be the provider(s), the remaining members of that group will be sub-contractors to the provider(s).
	2. Potential Suppliers submitting a Tender Response as a consortium arrangement and/or are reliant on essential subcontractors, parent companies, affiliates to meet selection requirements must also complete Parts 1 and 2 of the SQ.
	3. If bidding as a Consortium, the Council may require members of the Consortium to assume a specific legal form if awarded the Contract, to the extent that it is necessary for the satisfactory performance of the Contract.
5. **Guarantees**
	1. A Performance Bond will not be required.
	2. A Parent Company Guarantee (hereafter referred to as the “PCG”) will be required in accordance with the Conditions of Contracts, where the successful provider(s) is a subsidiary company or a member of a group of companies then the Council shall require the parent company or another company in the group (whose assets are sufficient) to guarantee the performance of the contract and indemnify the Council against loss from any default or breach of this contract. Any such guarantee shall be required to be put in place before the commencement date of the contract.
6. **Contract Terms**
	1. Refer to the Preliminaries document, provided as part of this ITT, which provides a summary of the Contract terms. By submitting a Tender response, Potential Suppliers are agreeing to be bound by the terms of this ITT and the contract without further negotiation or amendment.
	2. Potential Suppliers must not make or attempt to make any variation or alteration to the Conditions of Tender, the Conditions of Contract or the Scope of Works (Specification) except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the tender documents, the Conditions of Contract and/or the Scope of Works (Specification).
	3. If a Potential Supplier has concerns and clarifications over the issued Conditions of Contract, these must be raised and resolved during the clarification period in accordance with the clarification questions section. Any amendments that are agreed shall be communicated to all Potential Suppliers to ensure consistency.
7. **Variant Bids**
	1. Variant bids are not permitted. The tenderers are to price for undertaking the works in accordance with the Schedule of Work.
8. **Confidentiality**
	1. This ITT is made available on condition that its contents (including the fact that the Potential Suppliers has accessed or received this ITT) are kept strictly confidential by the Potential Supplier and shall not be copied, reproduced, distributed, passed or disclosed to any third party, other than for the purpose of developing their proposal and enabling the Potential Supplier to submit a complete and compliant Tender Response, after having obtained a similar obligation from that third party to treat any such information disclosed as strictly confidential.
	2. Potential Suppliers should be aware that this ITT and any response to this ITT, may be disclosed under the Freedom of Information Act 2000 or the Environmental Information Act 2004.
9. **Freedom of Information**
	1. As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (hereafter referred to as the “FOIA”) and/or the Environmental Information Regulations 2004 (hereafter referred to as “EIR”) and all related or subordinate legislation, in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
	2. The Council and its subsidiaries are obliged by law under FOIA and EIR to supply the public with information relating to all areas of its work and are under a duty to operate with openness and transparency unless an exemption applies. In relation to this ITT, Potential Suppliers shall provide all assistance reasonably requested by the Council to ensure that the Council complies with its obligations.
	3. Potential Suppliers should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s) and spend, including the contract values and the identities of its provider(s) on the Council’s website without consulting the provider(s) on that information.
	4. The Council shall be responsible for determining whether information is exempt under the FOIA and/or EIR and for determining what information will be disclosed in accordance with the legislation.
	5. An individual may request:
		1. to be informed whether the Council holds information of the description requested; and
		2. if so, to have that information communicated to them.
	6. Without prejudice to the Council's rights and obligations under the FOIA and/or EIR, Potential Suppliers should be aware that the rules about disclosure apply, regardless of where the information held by or on behalf of the Council originated from, and as such, the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:
		1. information in any Tender Response submitted to the Council;
		2. information in any contract to which the Council is a party (including information generated under a contract or in the course of its performance);
		3. information about costs, including invoices submitted to the Council;
		4. correspondence and other papers generated in any dealing with the private sector, whether before or after contract award.
	7. Potential Suppliers should note that this ITT once published by the Council may be made available to the public on request and:
		1. Potential Suppliers must, in their Tender Response and in any subsequent discussions, notify the Council of any information which they consider to be eligible for exemption from disclosure under the FOIA and/or EIR;
		2. all decisions relating to the exempt ion and disclosure of information will be made at the sole discretion of the Council. It should be noted that the Council may disclose Potential Supplier’s justifications for exemption and any additional information relating to that which is classified as confidential;
		3. although the Council is not under any obligation to consult Potential Suppliers in relation to requests for information made under FOIA and/or EIR, the Council will endeavour to inform Potential Suppliers of requests wherever it is reasonably practicable to do so;
		4. any contract with the Council will require Potential Suppliers to supply additional information, and/or provide other assistance, pursuant to any FOIA and/or EIR request received by the Council; and
		5. The Council's decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.
	8. The Council shall treat all Potential Supplier’s responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA and/or EIR, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.
	9. Additional information and guidance:
		1. the exemption that applies to information that would prejudice commercial interests if disclosed is a 'qualified' exemption under the FOIA and/or EIR. This means that the Council is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption;
		2. information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven (7) years after completion of the contract;
		3. information relating to the overall value, performance or completion of a contract will not be accepted as confidential, although the Council may choose to withhold such information in appropriate cases, at its sole discretion; and
		4. information relating to unit prices or more detailed pricing information may be specified by Potential Suppliers as Confidential.
10. **Data Transparency**
	1. The UK government has announced its commitment to greater data transparency. Accordingly, the Council reserves the right to publish its tender documents, contracts and data from invoices received. In so doing, the Council may at its absolute discretion take account of the exemptions that would be available under the FOIA and EIR.
11. **Publicity**
	1. No publicity regarding this procurement or the award of any contract will be permitted unless and/or until the Council has given express written consent to such publicity. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Council.
12. **Rights of the Council in Relation to the Competition**
	1. The Council reserves the right to:
		1. Waive or change the requirements of this ITT at any time during the procurement process without prior (or any) notice being given by the Council;
		2. Make changes to the timetable, structure or content of this ITT or any other documents associated with this procurement process. Any such changes will be in accordance with the procurement timetable;
		3. Abandon the procurement process at any stage without any liability to the Council, or to re-invite tenders on the same or any alternative basis;
		4. Choose not to award any contract or lot as a result of this procurement process; and/or
13. **Responsible Procurement**
	1. The Council will proactively conduct its procurement process in line with its obligations as a Best Value authority, and in compliance with UK legislation.
	2. The Council will adopt the principles of 'Reduce, Reuse, Recycle' and 'Buy Recycled'. The Council is committed to applying these principles in its procurement of goods, services and works, where the required criteria for performance and cost effectiveness can be met. The Council will actively promote 'Responsible Procurement' throughout its supply chain. The Council expects its providers to have in place and implement policies to promote these principles.
14. **Disclaimer**
	1. Neither the receipt of this document by any person, nor the supply of any information is to be taken as constituting the giving of investment advice by the Council or any of its advisers to any Potential Supplier.
	2. Information provided does not purport to be comprehensive or verified by the Council or its advisers. Neither the Council nor its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in the ITT documents.
	3. No representation or warranty, express or implied, is or will be given by the Council or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in the ITT or on which the ITT is based. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed but nothing in this ITT shall exclude or restrict liability for fraudulent misrepresentations.
	4. No information in this document is, or should be relied upon as, an undertaking or representation as to the Council's ultimate decision in relation to the agreement. The Council reserves the right without prior notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. In particular, the Council reserves the right to issue details to Potential Suppliers providing further information or supplementing and/or amending the procurement process for this ITT. In no circumstances shall the Council incur any liability in respect of any changes. This will be subject to the requirements of public law and the UK procurement rules and general principles.
	5. Direct or indirect canvassing of the Mayor, any members of the Council, employees, directors, agents and/or advisers of the Council by any person concerning the contract, this procurement process or any related procurement process and any attempt to procure information from any of the foregoing concerning the contract may result in the disqualification of the person and/or the relevant organisation from consideration for the contract.
	6. The Council reserves the right, without prior notice, not to follow up this document in any way and/or to award the contract in whole or in part or not at all or terminate the procurement process without awarding a contract at any time.
15. **Good Faith**
	1. In submitting a Tender Response to this ITT, Potential Suppliers undertake to provide their submission in good faith and that they will not at any time communicate to any person (other than the Council, its advisers or third parties directly concerned with the preparation or submission of its response) the content (or approximate amount) or terms (or approximate terms) of their Tender Response or of any arrangements or agreements to be entered into in relation to their Tender Response.
	2. In submitting a Tender Response to this ITT, Potential Suppliers undertake that the principles described in this document have been, or will be, brought to the attention of all consortium members, sub-contractors, and associated companies which are or will be providing services or materials connected with their Tender Response.
16. **Accuracy of Information**
	1. In submitting a Tender Response to this ITT, Potential Suppliers undertake that:
		1. all information contained in any Tender Response at any time provided to the Council in relation to the opportunity is true, accurate and not misleading and that all opinions stated in any part of the Potential Supplier’s Tender Response are honestly held and that there are reasonable grounds for holding such opinions; and
		2. any matter that arises that renders any of such information untrue, inaccurate or misleading will be brought to the attention of the Council immediately.
17. **Intellectual Property Rights**
	1. All intellectual property rights in this ITT and in the information contained or referred to in it shall remain the property of the Council and/or third parties, and Potential Suppliers shall not obtain any right, title or interest therein.
18. **Conflict of Interest**
	1. If any conflict of interest or potential conflict of interest between the Potential Supplier, their advisers, the Council's advisers or any combination thereof becomes apparent to the Potential Supplier, they shall inform the Council immediately. In such circumstances, the Council shall, at its absolute discretion, decide on the appropriate course of action. If the Council becomes aware of any conflict of interest that a Potential Supplier has not declared to the Council, they may be disqualified from the procurement process.

**Part 3: Evaluation of Tenders**

* 1. **Introduction**
	2. The evaluation process will be conducted in a fair, equal and transparent manner in accordance with UK procurement rules.
	3. The award criteria have been developed to assist the Council in deciding which Potential Supplier(s) to award a contract to, on the basis that their Tender Response represents the most economically advantageous tender. The award criteria are for use by those Potential Suppliers, who have submitted a Tender Response for the proposed contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.
	4. Failure to disclose all material information (facts that the Council regard as likely to affect its evaluation process), or disclosure of false information at any stage of this procurement process may result in ineligibility for award. Potential Suppliers must provide all information requested and not assume that the Council has prior knowledge of any of any information and/or organisation.
	5. The Council actively seek to avoid conflicts of interest and reserves the right to reject Potential Suppliers as ineligible, where the Council perceive an actual or potential conflict of interest. Potential Suppliers must advise and discuss all potential conflicts of interest with the Council contact named in this document, prior to submission of a completed Tender Response.
1. **Award Criteria Questionnaire Weightings**
	1. The Award Criteria Questionnaire carries a total weight of 100%, split between Quality and Price. The allocation of points available for these criteria are set out in Table E.
	2. The scores from these sections will be added together and the Potential Supplier with the highest overall score will be awarded the contract. The scores for each of these two sections will be calculated as per the methodologies described in the following sections.
2. **Evaluation and Moderation of Quality (Award Criteria Questionnaire)**
	1. Each Tender Response will be scrutinised by an Evaluation Panel, which may include, but not be limited to, Council officers, members, technical advisors and/or stakeholders (such as members of user groups, focus groups and/or tenant/resident panels).
	2. An initial examination will be made to establish the completeness of the Tender Responses.
	3. All quality questions will be scored by an Evaluation Panel, which may include, but not be limited to, Council Officers, Councillors, technical advisors and/or stakeholders (such as members of user groups, focus groups and/or tenant/resident panels).
	4. Any moderation meetings will be attended by the Evaluation Panel and a member of the Welland Procurement Team, who will facilitate the moderation meeting.
	5. As the result of any moderation, the Evaluation Panel may choose to revise a Potential Supplier’s score for each response to a Quality Assessment question, either up or down to reach a final score.
	6. All responses to the Award Criteria Questionnaire will be assessed against the Criteria set out in Table D, below.

**Table D**

|  |  |
| --- | --- |
| Score | Criteria to Award Score |
| 0 | Considered to be a poor response on the basis that:* It does not answer the question or is completely irrelevant
 |
| 1 | Considered to be a limited response on the basis that:* Overall it lacks sufficient detail or is perceived to be unclear, meaning that evaluators are not confident that the criteria will be delivered to an acceptable level
 |
| 2 | Considered to be an acceptable response on the basis that:* It addresses most of the relevant criteria
* The supporting detail is clear for the most part and provides evaluators with an understanding that the criteria it does address will be met to an acceptable level
 |
| 3 | Considered to be a good response on the basis that:* It addresses all relevant criteria
* The supporting detail is considered to be clear and provides evaluators with confidence that the criteria will be delivered to a good standard
 |
| 4 | Considered to be an outstanding response on the basis that:* It addresses all relevant criteria
* The supporting detail is clear and robust and provides evaluators with the utmost confidence that all criteria will be delivered to the highest standard
 |

* 1. The evaluated mark will be divided by 4 and multiplied by the sub weighting (%) of the question, to give a final score (%) for each question.
	2. For example, if the sub weighting for the question is 20% and the Potential Provider is marked a ‘2’, their final score (%) for that question will be:

2/4 X 20 = 10%

* 1. The potential provider’s response to each question will be evaluated and scored a maximum of 4 marks as per the table above.
	2. A Tender Response may be rejected, where the response to any Quality Question fails to achieve a score of 2 or more (as defined in Table D), even if it scores relatively well against all other criteria. This is because the Council requires a minimum quality threshold to ensure an overly low price does not skew a Tender Response where the quality is fundamentally unacceptable.
	3. Should the Evaluation Panel, in its reasonable judgement, identify a fundamental failing or weakness in any Tender Response then that Tender Response may, regardless of its other merits, be excluded from further consideration.
	4. For the avoidance of doubt, there are no sub-criteria elements in the Award Criteria Questionnaire, which will be scored. The score allocated will be against the total answer submitted and factored against the maximum percentage awarded for that question in accordance with the calculation formula.
	5. Where a particular question may list “elements”, Potential Suppliers are informed that no such individual element will be scored, per se; instead, the “elements” as listed are given for information only to assist Potential Suppliers to submit their most comprehensive Response and therefore their most competitive Tender Response in all the circumstances.
	6. The award criteria questions will be evaluated, using the scheme set out in Table E, below.

**Table E**

|  | **Section Headings** | **Weighting****Within Total** |
| --- | --- | --- |
| **Quality Questions (30%)** |
|  | Site Welfare and Compound | 7.5% |
|  | Storage and Parking | 7.5% |
|  | Works Areas (Methodology and Security) | 7.5% |
|  | Health & Safety Matters | 7.5% |
| **Pricing (70%)** |
|  | Site Set Up / Ancillary Matters | 0% |
|  | The Works | 0% |
|  | Prelims | 0% |
|  | OH&P | 0% |
|  | Total Cost (A+B+C+D) | 70% |
|  | **Grand Total** | **100%** |

1. **Evaluation of Price (Award Criteria Questionnaire)**
	1. Potential Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since they will be required to hold these or withdraw their Tender Response in the event of errors being identified after the Deadline for Submission of Bids, set out in Table C.
	2. If a Potential Supplier fails to provide fully for the requirements of the ITT it must either:
		1. absorb the costs of meeting the Council’s full requirements within its tendered price; or
		2. withdraw its tender.
	3. The following criteria will be applied to evaluate price:
		1. The Potential Supplier with the lowest overall compliant price will be awarded the full Price score, as set out in Table E. All other Tender Responses will be scored in accordance with the following calculation:

$$=\left(\frac{Lowest submitted price}{Your submitted price}\right)x Price Weighting$$

1. An example is provided at Example 1, below. This example is based on a 70% price weighting where the lowest compliant price is £1,000,000.

**Example 1**

| **Potential Supplier No.** | **Tender Price** | **Price Calculation** | **Price Score** |
| --- | --- | --- | --- |
|  | £1,000,000.00 | =70%(lowest compliant price) | 70 |
|  | £1,100,000.00 | =(1,000,000/1,100,000)\*70 | 63.64 |
|  | £5,000,000.00 | =(1,000,000/5,000,000)\*70 | 14 |
|  | £1,300,000.00 | =(1,000,000/1,300,000)\*70 | 53.85 |

* 1. Where the highest scoring Tender Responses are tied in total score to two (2) decimal points, the Potential Supplier who scored highest in the price assessment will be awarded the contract.
1. **Presentations and/or Clarifications**
	1. Where the Council believes there is an omission, ambiguity or inconsistency in a Potential Supplier’s Tender Response (including an arithmetical error), the Council reserves the right (but is not obliged) to seek clarification of any aspect of a Potential Supplier’s Tender Response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.
	2. The Potential Supplier will be required to confirm any appropriate amendments to their Tender Response.
	3. Potential Suppliers are asked to respond to such requests promptly and within any given deadline. Potential Suppliers may be disqualified if they do not satisfactorily respond within the given deadline.
	4. Once the submitted Tender responses have been evaluated, the Council reserves the right to conduct Presentation and/or Clarification meetings as part of the evaluation process with any number of Potential Suppliers, as the Council deems necessary, to complete a full evaluation of the Tender Responses submitted.
	5. The Council may clarify elements of Potential Suppliers' submissions and reserves the right to:
		1. re-visit the evaluation scoring; and
		2. ask further clarification questions.

**Part 4: Due Diligence**

1. **Due Diligence**
	1. The Council will undertake its due diligence in advance of any contract award.
	2. The preferred provider(s) will not be awarded the Contract until the Council is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Council before a contract can be awarded. The Council reserves the right to disqualify any Tender Response which is incomplete.
	3. Due diligence may include credit checks in relation to the preferred provider(s) (including each member of any consortium and of any key sub-contractor). This is important to the Council to ensure that any organisation who wishes to enter into a contract with the Council will be in a position to provide the goods, services and/or works on an ongoing basis as agreed within any contract. The Council works with external credit agencies to provide these financial checks.
	4. The Council reserves the right to reject a Potential Supplier from the procurement process, where any findings from the Council’s due diligence reveal a serious concern or risk for the Council that cannot be remedied in a reasonable amount of time before award. Potential Suppliers are strongly encouraged to check and manage their financial score within the industry.
	5. The Council reserves the right to revisit any selection criteria questions at any time before award stage, where the Council believes there is a risk that selection responses might have changed. The Council reserves the right to disqualify any Potential Supplier who no longer meets the selection criteria if it originally led to them continuing in the procurement process.
2. **Abnormally Low and/or Unsustainably High Tender Responses**
	1. Tender Responses will be reviewed to consider if they appear to be abnormally low or unsustainably high in cost. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Potential Suppliers.
	2. The Council reserves the right to reject any unsustainably high tenders without further evaluation of the bid submission.
	3. If the assessment shows that a Potential Supplier’s price offer may be abnormally low, the Council will request from a written explanation and/or evidence of the Potential Supplier’s price offer and/or Tender Response, or of those parts of a Potential Supplier’s price offer and/or Tender Response, which the Council considers contribute to the Tender Response being abnormally low, to justify the Tender Response and its price and/or value(s) offered.
	4. The Potential Supplier will also be asked to evidence that they are not practicing modern slavery (via a declaration).
	5. On receipt of a Potential Supplier’s written explanation, the Council will verify the price offer, Tender Response or parts of the Tender Response.
	6. If the Council is still of the opinion that the Potential Supplier has submitted an abnormally low offer, the Council will confirm this to the Potential Supplier and will advise either:
		1. that the Potential Supplier’s Tender Response has been rejected; or
		2. that, for tender evaluation purposes, the Council will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low Tender Response.
	7. Where the Potential Supplier is unable to prove, within a sufficient time limit, such justification for the low price and/or value, the Council reserve the right to reject the Tender Response.
3. **Rejection and Disqualification of Tenders**
	1. The Council reserves the right to reject or disqualify any Tender Response and or a Potential Supplier, where the Potential Supplier:
		1. Fails to submit their Tender Response by the Deadline for Submission of Bids, set out in the procurement timetable at Table C;
		2. contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the ITT provided;
		3. contains handwritten amendments which have not been initialled by the authorised signatory;
		4. does not reflect and confirm full and unconditional compliance with all of the documents issued by the Council forming part of this ITT;
		5. contains any caveats or any other statements or assumptions qualifying the Tender Response that are not capable of evaluation in accordance with the Council’s published evaluation model or requiring changes to any documents issued by the Council in any way;
		6. contains any alterations or additions to any documents issued by the Council forming part of this ITT;
		7. cannot commit to providing a Parent Company Guarantee and/or Performance Bond where required as a part of providing the requirement to the Council;
		8. cannot commit to achieve any Key Dates for elements and/or milestones etc. as set out in the Council’s Scope of Works (Specification);
		9. is not submitted in a manner consistent with the provisions set out in this ITT;
		10. fixes or adjusts the amount of its Tender Response by or in accordance with any Conditions of Contract or arrangement with any other party;
		11. communicates to any party other than the Council or, as applicable, relevant participating body, the amount or approximate amount of its proposed Tender Response or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence, to obtain quotations necessary for the preparation of a complete and accurate Tender Response or insurance or any necessary security);
		12. enters into any Condition of Contract or arrangement with any other party that such other party shall refrain from submitting a Tender Response or shall limit or restrict the prices to be shown by any other Potential Supplier in its Tender Response;
		13. offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to its Tender Response or any other proposed Tender Response;
		14. commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972; or
		15. directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members or any relevant participating body or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Potential Supplier, Tender Response or proposed Tender Response;
		16. fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest (Potential Suppliers must notify the Council via the ProContract messaging function);
		17. fails to comply fully with the requirements of this ITT or makes a misrepresentation in any information supplied in their Tender Response;
		18. there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the Tender Response;
		19. submits a Tender Response which does not comply with any mandatory requirement (where the word “shall” or “must” is used); or fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publicly-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written into those contracts in a suitable form";
		20. Is submitted by any Potential Supplier (for the purposes of this paragraph, this also includes any company who has control of the legal entity submitting the Tender Response or a member of the group, if submitting as a group of economic operators) who has longstanding unpaid debts of any value with the Council, which have not been disputed by the Potential Supplier and/or where no payment plan has been agreed with the Council within one-hundred and twenty (120) days of the date the invoice was due to be paid. For the avoidance of doubt, longstanding in this instance, is defined as equal to or greater than one-hundred and twenty (120) days; and/or
		21. Submits a Tender Response that is in any other way deemed non-compliant by the Council.
	2. By participating in this Procurement Process, Potential Suppliers accept that the Council shall have no liability to a rejected or disqualified Tender response and/or Potential Supplier in these circumstances.

**Section 5: Award of Contract**

1. **Award of Contract**
	1. The Council will notify all Potential Suppliers via ProContract’s messaging function of its intention to award a contract.
	2. The Council will notify all Potential Suppliers via ProContract’s messaging function of its intention to award a contract. This will include details of the:
		1. Award criteria scores and feedback for the Potential Supplier receiving the notification;
		2. Name of the successful provider(s); and
		3. Award criteria scores and relative advantages of the successful provider(s).
	3. The following documents shall form part of the contract between the Council and the successful provider(s):
		1. Specifcation (Schedule of Work);
		2. Terms and Conditions (MW16 Prelims) plus related Schedules (such as service levels, site plans, asset lists, contracts list, list of transferring employees, relevant policies, etc.);
		3. A pricing schedule (as completed by the Potential Supplier);
		4. Responses to requirements; and
		5. A list of commercially sensitive information.