Somerset Council
County Hall, Taunton
Somerset, TA1 4DY

Procurement Document A

Information and Instructions

Glovers Walk Demolition

DN710154

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To request this document in an alternative format, please raise a clarification question as per section 4.10 Clarification and Messaging.

1 Definitions

The following terms are used within the Procurement Document with the following meanings:

Applicant (Supplier/you or your)	the organisation responding to the procurement through the procurement process
Authority / Somerset Council (SC)/ Council	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.
Award	the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the criteria listed at Regulation 67 of the Public Contracts Regulations 2015
Bid	the Applicant's offer to the Authority, which shall be submitted as the completed Procurement Documents
Call-Off Contract	a Contract awarded under a Framework Agreement
Clarification	the process by which queries on the Authority's procurement document are raised by the Applicants and the process by which queries on the Applicant's Bid are raised by the Authority
Clarification Period	the time period during which clarifications may be made
Commencement Date	the date on which the Contract is due to commence
Commercially Sensitive information	the information listed by an Applicant within its Bid at Procurement Document C Selection and Award of these Procurement Documents comprising the information of a commercially sensitive nature relating to the Applicant, its intellectual property rights or its business or which the Applicant has indicated to the Authority that, if disclosed by the Authority, would cause the Applicant significant commercial disadvantage or material financial loss
Consortia/Consortium	two (2) or more persons, at least one of whom is an economic operator, acting jointly for the purpose of being awarded a public contract (pursuant to Regulation 19 Public Contracts Regulations 2015)
Contract	a formal and legally binding agreement entered in to between two or more parties to provide Goods, Services or Works in return for financial remuneration including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
Contract Manager	the main client officer responsible for managing the resultant Contract
Contract Notice	the publication on the UK e-notification service called Find a Tender service (FTS) of an Authority's intention to procure public supplies, services, or works Contract
Contract Procedure Rules and Standing Orders	the Authority's internal rules regulating the award of Contracts

Contracting Authority	the Authority and any other organisation on whose behalf the Authority may be working
Employers' Liability (EL) (Compulsory Insurance)	an insurance that enables organisations to meet the costs of damages and legal fees for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007. By law, an employer must have EL insurance and be insured for at least £5 million. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation's employees in England, Scotland, Wales and Northern Ireland. If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory EL Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory EL Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide.
E-Tendering System	the secure hosted electronic tendering website through which the Authority advertises its procurement opportunities and conducts its procurement activities.
Evaluation	the process through which the Applicant's Bid is reviewed in accordance with the Evaluation Criteria, following which a decision to award a Contract is made
Evaluation Criteria	the means by which the Authority will Evaluate an Applicant's Bid, to include all of the issues that must be considered so as to be able to judge the suitability of an Applicant's Bid
Form of Tender	the document set out in Procurement Document C Selection and Award of these Procurement Documents to be completed and submitted by the Applicant as part of its Bid
FTS	Find a Tender Service the UK e-notification service where notices for new procurements will need to be published.
Goods (Supplies)	the items offered by an Applicant and/or the items requested by the Authority
Invitation to Tender (ITT)	the written request by the Authority for an interested Applicant to submit a written Bid to facilitate the Authority's requirements
Lead Applicant	the organisation leading the bidding process on behalf of its consortia or Sub-contractor partners
Mandatory Requirements: Pass/Fail	the Authority's essential requirements that Applicants will be required to demonstrate their ability to meet so as to be able to pass through to the next stage of the procurement process

Mandatory Requirements: Scored	the Authority's essential requirements that Applicants will be required to demonstrate their ability to meet and that will be scored so as to be able to pass through to the next stage of the procurement process and/or as part of the Award criteria
Most Economically Advantageous Tender (MEAT)	a means of evaluation whereby all Applicants to a procurement process will be assessed the basis of their offer of a combination of both quality factors and price
Open Procedure	the procurement process determined by Regulation 27 of the Public Contracts Regulations 2015 by which any interested economic operator may submit a tender in response to a Contract Notice
Procurement Document A Information and Instructions	the document containing advice to Applicants concerning the way that the procurement process will be conducted and the way the documents should be completed
Procurement Document B Specification	the document containing the specification
Procurement Document C Selection and Award	the document containing the Applicants response which shall be submitted to the Authority by the closing date
Procurement Document D Pricing	the document in which the Applicant shall declare its Pricing
Procurement Document E Terms and Conditions	the document indicating the terms and conditions of Contract
Procurement Document F Social Value Calculator	the document in which the Applicant shall declare its Social Value response
Pricing	the value placed on a Bid by the Applicant that will purchase their offer to facilitate the Authority's requirements
Procurement Documents	the documents produced by and referred to by the Authority to describe or determine elements of the procurement or the procedure, published as Procurement Documents A – F and any additional documents, appendices and clarification responses provided.
Professional Indemnity Insurance	liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs. Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover
Public Contracts Regulations 2015 (the "Regulations")	the legislation of the United Kingdom concerning the procedures for the award of public works contracts, public supply contracts and public service contracts as amended by The Public Procurement (Amendment etc.) (EU Exit) Regulations 2020

Public Liability Insurance	insurance that covers members of the public or customers coming to the organisation's premises or if the organisation's staff go to theirs (including if the organisation is based 'at home'). It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related legal fees, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation. Premiums are based on the type of business and rated on an estimate for the level of activity of the business
Safeguarding	the process of protecting children from abuse or neglect, preventing impairment of their health and development, and ensuring they are growing up in circumstances consistent with the provision of safe and effective care that enables children to have optimum life chances and enter adulthood successfully
Selection	the process by which Applicants will be selected to move forward to the next stage of the procurement process, in accordance with the criteria listed at Regulation 58 of the Public Contracts Regulations 2015, and which will be used as part of any procurement procedure
Selection Questionnaire	the pro-forma that all Applicants will be required to complete and submit as part of their Bid, pursuant to Selection criteria listed at Regulation 58 of the Public Contracts Regulations 2015 and which will be used as part of any procurement procedure
Self-Cleaning	see Public Contracts Regulations 2015, 57.(13) –(17) http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made
Services	the provision of the specific requirements of the Contract, as set out in Procurement Document B Specification and Procurement Document E Terms and Conditions of these Procurement Documents
Standstill	the period between the notification of the Authority's intention to award a Contract and the award of the Contract, in accordance with the Public Contracts Regulations 2015
Sub-contractor	a provider that is proposed to take on and deliver a proportion of a Contract from the main Contractor or another Sub-contractor
Submission	the correct and proper process for submitting the Applicant's Bid electronically. The Submission process is described in 4.15 Return of Document.
Tender (Bid)	the completed and signed Form of Tender, together with all of the completed schedules and information requested by the Authority and submitted by the Applicant
Works	the works as set out in Procurement Document B Specification and Procurement Document E Terms and Conditions of these Procurement Documents

2 Information

2.1 Introduction to Somerset Council

Somerset Council is in the South West of England, an elected local government authority responsible for the local government services in most of the county. The Council provides a wide range of services, including education (schools, libraries and youth services), social services, highway maintenance, waste collection & waste disposal, emergency planning, consumer protection and town and country planning.

2.2 Procurement Procedure

The Authority is inviting Bids from Applicants in response to the published advertisement in line with the Authority's Contract Procedure Rules and Standing Orders and means that all Applicants that submit a Bid shall be evaluated in accordance with the criteria and process outlined within Procurement Document C Selection and Award of these Procurement Documents. This Tender will be run in accordance with the principles of transparency, non-discrimination, equal treatment, mutual recognition and proportionality.

At the conclusion of the Award stage, the intention is to award the Contract to the highest scoring Applicant.

2.3 Procurement Timetable

The key dates for this procurement process are currently anticipated to be as follows:

Procurement Stage	Dates
Publication of advertisement	19th April 2024
Publication of Procurement Documents	19th April 2024
Clarification questions deadline	10th May 2024
Submission deadline	24th May 2024 12:00pm
Internal processes including evaluation	24th May 2024 – Onwards
Notification of Intention to award	End of July 2024
Contract commencement	August 2024

The above timescales are indicative; the Authority reserves the right to change the timetable at any time, subject always to the minimum timescales in the Regulations. In particular the Authority may in its absolute discretion extend the deadline for the receipt of Bids and in such circumstances the Authority will notify all Applicants of any change.

2.4 Contract Duration

The Authority intends to enter into a contract for an initial period of 5 months.

The anticipated contract commencement date is August 2024.

2.5 Not Used

2.6 Not Used

2.7 Not Used

2.8 Not Used

3 The Evaluation Process

3.1 Preliminary Compliance Stage

The Authority will assess whether all sections of the Applicant's Bid have been completed and all necessary information, schedules and all other Bid requirements have been supplied, as follows:

Section	Topic
Schedule A - Procurement Document C Selection and Award	
Part 1, 2 & 3	Selection Questionnaire
Part 4	Award
Part 5	Form of Tender
Part 6	Certificate of Confidentiality
Part 7	Commercially Sensitive Information
Schedule A - Procurement Document D Pricing	
Section 1	Pricing Submission
Section 2	Pricing Schedule Declaration
Schedule A	Tender Assessment Sheet
Schedule A - Procurement Document F Social Value Calculator	
Tab 2	Proposal and Calculation
Schedule B	Contract Data Part Two
Schedule C	Demolition Schedule of Works

The Applicant's response shall be considered to have failed and will be excluded from the procurement where it fails to complete and submit any of the required schedules as outlined above.

The Applicant's response will also be reviewed to ensure that it complies with any page count limits. Any parts of the Applicant's response that exceed the limits stated will be redacted, in line with this document.

3.2 Selection Questionnaire

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

The standard Selection Questionnaire includes a self-declaration, made by you (the potential supplier), that none of the grounds for exclusion apply. 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. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors 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.

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 you intend to use sub-contractors, you should complete all of the selection questions on behalf of the group/consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the 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.

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.

Notes for completion

1. 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.

2. “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.

3. Please ensure that all questions are completed in full, and in the format requested. If 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.

4. 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 sub-contractors, 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.

5. 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.

6. 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.

7. 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 of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, read the terms and email publicprocurementreview@cabinetoffice.gov.uk or phone 0345 010 3503.

3.3 Evaluation of the Selection Questionnaire

Evaluation of the Selection Questionnaire shall be conducted in accordance with the following:

Section	Topic	Means of evaluation
Procurement Document C Selection and Award		
Section 2	**Selection Questionnaire**	
Part 1 Section 1	Your Information	For information only – not evaluated
Part 2 Section 2	Grounds for mandatory exclusion	Pass/fail
Part 2 Section 3	Mandatory and discretionary grounds relating to the payment of taxes and social security contributions	Pass/fail
Part 2 Section 4	Grounds for discretionary exclusion	Pass/fail – Authority's discretion
Part 3 Section 5	Economic and financial standing	Pass/fail
Part 3 Section 6	Technical and professional ability	Pass/fail – Authority's discretion
Part 3 Section 7.1	Insurance	Pass/fail
Part 3 Section 7.2	Not Applicable	
Part 3 Section 7.3	Health and Safety	Pass/fail – Authority's discretion
Part 3 Section 7.4	Supply Chain Payment Terms	Pass/fail – Authority's discretion
Part 3 Section 7.5	Not Applicable	
Part 3 Section 7.6	Not Applicable	
Part 3 Section 7.7	Not Applicable	
Part 3 Section 7.8	Not Applicable	
Part 3 Section 7.9	Not Applicable	
Part 3 Section 7.10	Not Applicable	
Part 3 Section 7.11	Not Applicable	
Part 3 Section 7.12	Compliance with Government Restrictions	Pass/fail
Part 3 Section 7.13	IR35/Agency Legislation	Pass/fail – Authority's discretion
Part 3 Section 7.14	Not Applicable	

3.3.1 Means of evaluation: pass/fail

Applicant's responses to sections and/or questions marked pass/fail will be considered to have failed and will be excluded from the procurement process under the following circumstances (where they apply):

- where the Applicant responds with a 'yes' to any of the circumstances listed under Part 2 Section 2 Grounds for mandatory exclusion, whether the Applicant itself (where bidding as the Prime Contractor) or the Applicant or any consortium member (where bidding under a consortium structure) subject to Self-Cleaning within 2.1(c) of the Selection Questionnaire. If the Authority considers such evidence to be sufficient, the economic operator concerned shall not be excluded from the procurement procedure;
- where the Applicant's response contravenes any relevant legislation;
- where the respective section is incomplete.

3.3.2 Means of evaluation: pass/fail – Authority's discretion

Applicant's responses to sections and/or questions marked pass/fail may be considered to have failed and may be excluded from the procurement process under the following circumstances (where they apply):

- where the Authority can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions;
- where the Applicant responds with a 'yes' to any of the circumstances listed under Part 2 Section 4 Grounds for discretionary exclusion, whether the Applicant itself (where bidding as the Prime Contractor) or the Applicant or any consortium member (where bidding under a consortium structure), subject to Self-Cleaning within 4.4 of the Selection Questionnaire. If the Authority considers such evidence to be sufficient, the economic operator concerned shall not be excluded from the procurement procedure;
- where the Applicant's response fails to offer the Authority sufficient assurance that its requirements will be met;
- where the Applicant's technical and professional ability, as explored through previous experience is, in the Authority's view, inappropriate or inadequate to meet the Authority's requirements as set out in the Procurement Documents;
- where the respective section is incomplete.

3.3.3 Means of evaluation: pass/fail (Economic and financial standing)

The Applicant is required to self-declare its ability to provide at least one of a number of different types of information, such as company accounts, statement of turnover or cash flow forecast that demonstrate its financial standing although the Applicant is not required to submit this information as part of its Bid.

Should the Applicant provide no response to this section it will be considered to have failed and will be excluded from the procurement process.

Prior to the award of the Contract the Authority will review the evidence submitted to ensure the Applicant has an acceptable level of economic and financial standing to perform a Contract of the required size and complexity. This will include an assessment regarding the ability of the Applicant to continue as a going concern, which is intended to identify considerations that would justify moving to not award the Contract on the basis of the likely future performance of the Applicant

The Authority will be entitled to consider all information contained in the financial information submitted by the Applicant. The Authority may seek clarification from the Applicant prior to any decision not to award the Contract

Initially basic checks will be made on an Applicant's title and any relevant registration details (e.g. registered number at Companies House) by the Authority's Finance team. The Authority will check whether the Applicant is trading or dormant and whether it has a parent company. The status of the accounts will also be determined to check whether accounts submitted are for the last accounting period for which statements have been filed and whether there are later accounts that are overdue.

When considering profitability, the Authority will look at the gross profit margin and operating profit margin. These ratios will indicate the efficiency of the organisation. A loss in the year will be looked at in conjunction with the balance sheet resources available to cover this loss.

When looking at liquidity, the Authority will use the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the Applicant has sufficient current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio will measure liquidity and excludes stock to include liquid assets only.

The Authority will look at the Applicant's balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. The Authority will look at the net assets and also the net tangible worth (excluding intangible assets). The Authority will also look at debt ratio and total debts against total asset.

The Authority will make its evaluation based on the below:

Risk Level	Score	Definition
High Risk	**Fail**	Unacceptable risk or risks identified
Low Risk	**Pass**	No risks identified or some minor risks identified

Any decision to not to award the resultant Contract following the application of the financial assessment evaluation methodology will be formally recorded and the Applicant will be notified. Under these circumstances the Authority may decide to award the Contract to the second-placed Applicant, although Applicants are reminded of section 4.27 Acceptance of Offers of this document.

3.3.4 Means of evaluation: pass/fail – Authority's discretion (Insurances)

The Applicant is required to self-declare its ability to provide the requested insurances and confirm the values required.

Should the Applicant provide no response to this section it will be considered to have failed and will be excluded from the procurement process. Should the Applicant fail to meet the minimum thresholds as set out in these Procurement Documents it will be considered to have failed and be excluded from the procurement process.

Prior to the award of the Contract the Authority will follow up with the successful Applicant to obtain copies of the insurance certificates. These certificates must demonstrate that the Applicant has the required level of cover.

3.4 Evaluation of the Award Questions

3.4.1 Award criteria

The following criteria and weightings will be applied in the evaluation of the questions and/or method statements asked of Applicants within Part 4 Award of Procurement Document C Selection and Award.

Evaluation criteria breakdown	Means of evaluation	
	Sub criteria	Main criteria
Quality		**30%**
4.1 – Method Statements	10%	
4.2 – Relevant Experiences / Case Studies	10%	
4.3 – Dealing with Hazardous Materials	10%	
Price		**60%**
Pricing Submission		
Tender Assessment Sheet (CD2)		
Social Value		**10%**
4.4 - Procurement Document F: Social Value Calculator	5%	
4.5 Social Value Commitment	5%	

This is the basis that the Authority will award the Contract to the highest scoring Applicant.

3.4.2 Scoring guidelines

Part 4 Award of Procurement Document C Selection and Award will be scored using the marking system described below. Applicants must refer to the Authority's minimum requirements, where given, to ensure that they meet or exceed the minimum requirements wherever possible

The score awarded will be based on, and reflect, the degree to which the Applicant has clearly demonstrated its ability to meet the relevant evaluation criteria for each quality question.

Responses within Part 4 Award of Procurement Document C Selection and Award will be evaluated as follows, unless stated otherwise:

Score	
5	Exceptional
4	Very Good
3	Good
2	Satisfactory
1	Poor
0	No Response

3.4.3 Evaluation procedure

The evaluation procedure will consist of two (2) distinct stages: Selection and Award.

Selection will take place first and will be conducted by Officers from within the Authority's Commercial and Procurement Team in conjunction with key stakeholders where appropriate.

The Award stage of the evaluation procedure will take place following the selection stage and only where the Applicant has been judged to have passed the Selection stage. The Award stage examines how the Applicant proposes to deliver the Contract. This evaluation will be conducted by a panel of key stakeholders (the evaluation panel). The size, make up and experience of the evaluation panel will reflect the scale and complexity of the activity to be evaluated, and may include a degree of specialist input consistent with the nature of the procurement.

Evaluation panellists will be provided with the Applicants' Bids prior to a moderation session. They are required to read the responses prior to the moderation session and record their own comments and scores. Bids will be evaluated against the published evaluation criteria and scoring guidelines. Bids will not be scored comparative to one another.

A representative from the Authority's Commercial and Procurement team will conduct the moderation session. The role of the moderator is to ensure that the general principles of the regulations are adhered to, that the views of the entire evaluation panel are considered, and to challenge scores and comments to verify that the published scoring criteria is correctly applied.

During the moderation session evaluation panellists will discuss the Applicants' Bids, volunteering their previously recorded comments and scores to arrive at a consensus score for each question and/or method statement response. Where a single, agreed score cannot be reached, average scores will be calculated using the 'mean' and will be rounded to the nearest whole number.

The moderator will record the moderated score and a summary of the evaluator's comments sufficient to justify the score.

3.4.4 Evaluation Procedure Social Value

The evaluation of the Social Value element of the bids will take two parallel approaches. Applicants are required to propose Social Value commitments in Procurement Document F Social Value Calculator. These are in line with the Themes Outcomes Measures approach and full definitions for each of the outcomes are included within this appendix together with instructions concerning its completion. Applicants are not expected to offer Social Value for every outcome available.

Each Outcome has a stated financial value and has a weighting which reflects the priorities of the Authority. Applicants are required to enter their commitments which will

then create a weighted financial value as shown in Procurement Document F. The score for this part of the Social Value evaluation will be allocated using the following formula (all scores will be rounded to 2 decimal places):

(Your Social Value weighted total x 5%) ÷ the highest Social Value weighted total

For example:

- Highest Social Value Weighted Total = £200,000 scores 5.00%
- Second highest Social Value Weighted Total = £175,000 = (£175,000 x 5% ÷ £200,000) scores 4.38%
- Third highest Social Value Weighted Total = £150,000 = (£150,000 x 5% ÷ £200,000) scores 3.75%

Applicants will also be required to supply evidence to support their Social Value response, providing specific information relating to the delivery each Social Value commitment. Further guidance relating to evidence requirements is provided in Procurement Document F. Where the Authority deems the evidence submitted as insufficient or unclear, it reserves the right to clarify elements of the Applicant's Procurement Document F response. The Authority reserves the right to remove a Social Value commitment from an Applicant's Procurement Document F response if the Authority deems that the evidence submitted, or subsequent clarification response, does not provide sufficient assurance relating to the delivery of a Social Value commitment.

The second evaluation of Social Value will be the method and approach to implementation and measurement contained within question 4.5. This will be evaluated scored and moderated in accordance with the standard scoring methodology applied to other Award questions.

3.5 Evaluation of Pricing

The evaluation of Price will be based on the following two documents submitted by Tenderers:

- **Schedule of Works** (Part of Schedule C)
- **Tender Assessment Sheet** (Part of Schedule A)

Each document produces a 'Total price for evaluation purposes', these two figures will be added together to produce the Total to be used in the evaluation of tenders.

Schedule of Works

The Schedule of Works is set out within Schedule C. Tenderers shall provide a rate, price or percentage, for each and every item within the price list as indicated in that document. Failure to do so may lead to the tender being disqualified.

The quantities shown in the Schedule of Works are for evaluation purposes only, the Authority offers no guarantee as to volumes ordered through the term of the contract. The individual rates and percentages provided by the tenderer will apply during the term of the contract.

Tender Assessment Sheet

The Tender Assessment Sheet is set out in Schedule A. Tenderers shall complete all sections of this form. The tender assessment sheet will apply and verify the Tenderers CDP 2 Fee and Adjustment percentage to set quantities as an example compensation event, this will produce a 'Total price for evaluation purposes'.

Price Evaluation

Total tendered price = sum of Schedule C Schedule of Works + Schedule A Tender Assessment Sheet

The lowest Total tendered price will be allocated a maximum score of 60%.

Other tendered prices which are greater will be scored using the following equation:

$$\% \text{ Score} = \frac{\text{Lowest price tender}}{\text{Higher price tendered}} \times 60$$

Example:

- Lowest tendered price £200,000 scores 60.00%
- Second lowest tendered price £220,000 = 54.55%
- Third lowest tendered price £265,000 = 45.28%

Applicants are to satisfy themselves that they have understood all the requirements of the specification and the Goods, Services or Works required and to bid their most competitive price accordingly. All Bids in connection with these Procurement Documents will be considered to be comprehensive and fully inclusive of all costs and charges; no subsequent application from an Applicant will be accepted, post Contract.

The Authority may use its absolute discretion to disqualify Applicants' Bids under the following circumstances:

- where the Applicant fails to provide a complete response to Procurement Document D Pricing and any relevant documents outlined in the mandatory schedules.
- where the Bid is deemed to be undeliverable based on the pricing submitted compared with the Authority's requirements. The Authority may seek clarification where the price submitted is considered abnormally low or where the Bid is priced higher than any indicated upper pricing threshold, as this would be deemed unaffordable.

3.6 Not Used

4 Instructions

4.1 Authority's Warranties and Disclaimers

The fact that an Applicant has accessed this Invitation to Tender does not necessarily mean that the Applicant has completely satisfied all the Authority's criteria and the Authority will require further information as appropriate.

The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in Contract/Call-Off Contract and (save to the extent set out in the Contract/Call-Off Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of an offer.

4.2 Legislation

All Applicants should make themselves aware of the obligations set out in the following legislation;

- Bribery Act 2010; https://www.gov.uk/government/publications/bribery-act-2010-guidance
- UK General Data Protection Regulation (UK GDPR); https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/
- Public Services (Social Value) Act; https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources
- Counter Terrorism and Security Act 2015; https://www.gov.uk/government/collections/counter-terrorism-and-security-bill

- UK Sanctions Regime; https://www.gov.uk/government/collections/uk-sanctions-regimes-under-the-sanctions-act
- Modern Slavery Act 2015; https://www.legislation.gov.uk/ukpga/2015/30/contents/enacted

Authority Policies

- Social Value Policy; Social Value and Corporate Social Responsibility (somerset.gov.uk)
- Climate Emergency Strategy; Somerset's Climate Emergency Strategy documents
- Modern slavery and Human Trafficking Statement; Modern Slavery and Human Trafficking Statement (somerset.gov.uk) (Pay, employee standards Recruitment Whistleblowing, Equality and Diversity is part of this)

4.3 Freedom of Information Act

The Authority is subject to the provisions of the Freedom of Information Act 2000 ("FOIA"). The Act provides that anyone can ask the Authority for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA.

In the absence of special circumstances, any part of the procurement documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA.

In respect of any completed Bid, where the Authority is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submitted Bid in Part 6, Commercially Sensitive Information in Procurement Document C Selection and Award with an explanation setting out what exemption it considers applicable and the reasons for it. The Authority may have regard to this explanation when considering its response to FOIA requests.

The attention of Applicants is drawn to Section 43 of the Freedom of Information Act: http://www.legislation.gov.uk/ukpga/2000/36/section/43 which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Applicants are further advised that, if the Authority considers this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

4.4 Business Continuity Requirements

Applicants must:

- have in place or be in the process of developing a business continuity and disaster recovery plan (BCDR plan) to ensure that the critical Goods, Services or Works (as applicable) are maintained during disruptions such as (but not limited to) severe weather, flooding utility failure, fuel shortage, flu pandemic or other public health related problems, industrial action, transport infrastructure failure, loss of premises or access to premises or IT failure;
- maintain their BCDR plan on a regular basis by way of an annual review;
- designate a member of staff to be responsible for the BCDR plan;
- provide training for any other members of staff that have a key role in the implementation of the BCDR plan;
- those Applicants that are in the process of developing a BCDR plan must ensure that it is complete and in place no later than fourteen (14) days of being awarded any Contract;
- provide a copy of their current BCDR plan alongside their signed Contract document. All Applicants will be required to provide a copy of its business continuity plan at any time throughout the duration of the Contract if so requested by the Authority.

The template embedded below can be used by Applicants who do not have a plan of their own in place

Supplier business continuity and contin

Where an Applicant is unclear whether the Goods, Services or Works to be supplied are critical they should request written clarification from the Authority as to the nature and criticality of the Goods, Services or Works to be supplied during the clarification period. Clarification questions can be raised in accordance with section 4.10 Clarification and Messaging of this document.

Should an emergency be declared by Somerset emergency services (police, fire etc.), under the Civil Contingencies Act 2004, the Applicant shall (so far as reasonably practicable and if requested) co-operate with and support the Authority in safeguarding human welfare, including:

- providing Goods, Services and Works as directed by the Authority to assist in the provision of relief to those in need or to protect the environment as a result of the emergency, in accordance with the Authority's instructions;
- suspending the provision of Goods, Services or Works for the duration of the emergency if requested to do so by the Authority.

The Applicant, if requested to by the Authority, shall make its employees available, so far as reasonably practicable, to participate in emergency planning training and exercises.

Information regarding Business Continuity Plans can be found here;

https://www.thebci.org/

Specific information for SME's can be found on the Federation of Small Businesses web site: https://www.fsb.org.uk/

4.5 Not Used

4.6 Study of the Procurement Documents

Applicants are expected to read, understand and agree to all the Procurement Documents (including the terms and conditions) as they will in their entirety form part of the resultant Contract/Call-Off Contract or Framework Agreement.

The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the Procurement Documents and any other associated information; the information provided will be relied upon as being true and accurate and will form part of the Contract/Call-Off Contract or Framework Agreement with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.

The Applicant's price shall (except in so far as it is otherwise provided in the Contract or Framework Agreement) cover all obligations under the Contract/Call-Off Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.

4.7 Consortia and Sub-contracting

Where an Applicant wishes to make its application as a Consortium or utilising Sub-contractors the Authority advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted. The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within the Selection Questionnaire where appropriate and should enable the Authority to assess the overall Consortium or core supply base. All members of the Consortium are required to provide the information required in all sections of the Selection Questionnaire. Sub-contractors on whom the Lead Applicant may rely on to meet the selection criteria must also complete any relevant sections.

The Lead Applicant should provide details of the actual or proposed percentage shareholding of each constituent member within the Consortium and degree to which the Goods/Services or Works will be Sub-contracted.

Applicants that wish to bid as a Consortium or Sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants, so as not to create a conflict of interest within the procurement procedure. However, the Authority will be obliged to consider each Bid on its own merits.

The Authority recognises that arrangements in relation to Consortia and Sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and Sub-contracting must be notified to the Authority during the procurement process or in the event that they are the successful Applicant and in any event as soon as that change is known. The Authority may then make a further evaluation of that Applicant by applying the Selection criteria to the new information provided. In the event that the Authority's evaluation of the new information results in an outcome that is different from the original, the Authority reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or Sub-contractors shall not have a negative impact upon the arrangements.

If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.

The Authority reserves the right to require a successful Consortium or group of Applicants to form a single legal entity once they have been awarded the Contract, in accordance with Regulation 19 of the Public Contracts Regulations 2015.

Where an Applicant requires additional time in the procurement process to establish relationships with suitable Consortia partners it is advised to notify the Authority at the earliest convenience and request an extension to the procurement timescales. Applicants must do this through the messaging facility described at section 4.10 Clarification and Messaging within the clarification deadline.

4.8 Discrepancies, Omissions and Enquiries concerning the Documents

Should the Applicant find discrepancies in, or omissions from, the procurement documents, they should notify the Authority immediately through the E-Tendering System messaging facility.

Any amendments or deletions to the Tender Documents will be notified to applicants through the messaging facility and will form part of the Tender Documents.

The Authority reserves the right to extend any date of Submission.

4.9 Terms and Conditions

Applicants will be required to declare that they have read and understood and will comply with the terms and conditions provided with these Tender Documents.

Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting, must be raised through the messaging facility described at section 4.10 Clarification and Messaging within the clarification deadline. The Authority requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.

Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Authority reserves the right to extend the Submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals shall be judged to have been rejected and the Authority may but shall not be obliged to provide an explanation.

When the period for clarification has closed, Applicants shall not be allowed to raise any further queries regarding the terms and conditions and nor be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.

The Authority reserves the right to mark an Applicant as non-compliant and therefore reject the Applicant's bid if they do not accept the terms and conditions associated with this tender.

4.10 Clarification and Messaging

Upon commencement of the procurement process the Applicant shall not approach any member or officer of the Authority in relation to the opportunity, other than by using the messaging facility within the E-Tendering System.

Open the messaging area by selecting 'View Messages' and this will show any messages that have already been received and the area to create new messages to the raise any clarification questions. When Applicants first access the Tender Documentation, they should satisfy themselves that they have seen any messages posted.

Relevant questions together with the answers will be posted on the E-Tendering System. Applicants are responsible for monitoring messages and ensuring that appropriate cover is in place to do so. The authority will endeavour to answer all questions submitted by the clarification deadline.

Applicants should note that unless you request that your question is treated as commercially confidential, responses will be provided to all Applicants. The Authority will take into consideration any request by the Applicant and shall decide whether to treat the question

and the response as commercially confidential. The identity of Applicants raising any questions will not be published.

4.11 Completion of the Document

Applicants must provide all of the Procurement Documents as laid out at section 4.12 Mandatory Schedules of this document in order to be considered by the Authority as a fully complete and official Bid. Failure to do so and/or failure to follow any of the instructions described in this document may result in Applicants' Bids being rejected. As such, please ensure that you read the information and instructions carefully.

The following requirements must be adhered to when submitting a Bid:

- all documents must be written in English;
- all pricing must be submitted in Pounds Sterling (£);
- Bids must be submitted for the whole of the Service. Tenders for only part of the Services defined in the Procurement Documents may be rejected;
- any additional appendices must be cross-referenced in the main body of your Bid;
- the Bid must be clear, concise and complete. The Authority reserves the right to mark a Bid down or exclude them from the process if the Bid contains any ambiguities or lacks clarity;
- Applicants should only submit such information as it is necessary to respond effectively to the Procurement Documents. Unless specifically requested, extraneous presentation materials are neither necessary nor desired;
- Bids must be submitted in the format requested. The Authority reserves the right to seek resubmission of any documents submitted in an alternative format. Any resubmission request must not be considered an opportunity to amend or submit new information and must be returned in the timeframe outlined by the Authority in the request.

4.12 Mandatory Schedules

The Applicant's Bid will be reviewed for completeness and must include the mandatory schedules listed below.

Document	Section	Schedule/pro-forma
Schedule A - Procurement Document C Selection and Award	**Part 1, 2 & 3**	**Selection Questionnaire**
	Part 1 Section 1	Potential supplier information
	Part 2 Section 2	Grounds for mandatory exclusion
	Part 2 Section 3	Mandatory and discretionary grounds relating to the payment of taxes and social security contributions
	Part 2 Section 4	Grounds for discretionary exclusion
	Part 2 Section 5	Economic and financial standing
	Part 3 Section 6	Technical and professional ability

	Part 3 Section 7	Additional questions including project specific questions
	Part 4	**Award**
	Part 5	Form of Tender
	Part 6	Certificate of Confidentiality
	Part 7	Commercially Sensitive Information
Schedule A - Procurement Document D Pricing	Section 1	Pricing Submission
	Section 2	Pricing Schedule Declaration
Schedule A	Tender Assessment Sheet	
Schedule A - Procurement Document F Social Value	Tab 2 Proposal and Calculation	Social Value Calculator
Schedule B	Contract Data Part 1	
	Contract Data Part 2	
Schedule C	Demolition Schedule of Works	

4.13 Page Count Limits

Applicants are advised responses to award questions must not exceed any stated page count. All answers will be checked for their page count compliance prior to evaluation. Should a response to a question exceed the maximum pages the excess pages will be removed from the end of the response; they will be disregarded and not be read, seen or scored by any member of the evaluation panel.

Attachments additional to the main response to the question are permitted and will be included in any stated page count, unless otherwise specified within Procurement Document C Selection and Award.

Page counts cannot be aggregated across award question responses, as they apply to specific questions and are not transferable between questions.

The font used for answers should be a sans-serif font of no smaller than size 12, for example Arial or Microsoft New Tai Lue. This includes text on charts and diagram labels and headings, where possible.

4.14 Not Used

4.15 Return of Document

Applicants' Bids must be returned in accordance with these Submission requirements.

All Bids shall be submitted via the E-Tendering System. Supplier help guides are available from the 'Help' menu within the system and should the Applicant experience any problems with the E-Tendering System that it is unable to resolve it must contact the support desk on the following:

- Email: suppliersupport@proactisservicedesk.com
- Online: https://suppliersupport.proactisservicedesk.com/
- Telephone: 0330 0050352. This line is available between 09:00 and 17:30 Monday to Friday (excluding English bank holidays) and must be reserved exclusively for time-sensitive issues.

Where an Applicant requires assistance in completing the documents or meeting the Submission requirements it is advised to notify the Authority at the earliest convenience and request additional support. Applicants may do this through the messaging facility described at section 4.10 Clarification and Messaging of this document.

Submissions must be received by the deadline. Applicants are urged to make their Submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.

Submissions made after the date and time specified in these Procurement Documents will be disqualified and not be considered under any circumstances. The E-Tendering system system's server timestamps Bids and an audit trail of submissions is kept within the system. Applicants' Bids are held in the secure area of the E-Tendering system and cannot be accessed by the Authority until after the deadline.

Applicants will not attach their Bids to any part of the E-Tendering system other than described within the document referred to above.

Any Submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be disqualified.

Applicants cannot make any additions, deletions or alterations to their Bids after the deadline has passed unless as a result of a request for a clarification made by the Authority.

4.16 Applicant's Warranties

In submitting their Bid, the Applicant warrants, represents and undertakes to the Authority that it has not committed any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied with the following requirements;

- it has full power and authority to enter into the Contract/Call-Off Contract or Framework Agreement and provide the Goods/Works or Services will if requested produce evidence of such to the Authority;
- it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the

Applicant submitted to the Authority) which may adversely affect such financial standing in the future.

4.17 Evaluation of Bids

All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score resulting from the award criteria stated in Procurement Document C Selection and Award.

The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract/Call-Off Contract or Framework Agreement. The Authority's evaluation will consist of two (2) distinct stages: Selection and Award.

Any responses to any of the Selection or Award questions or any other part of your Bid that are later found to be incorrect may lead to you being exempted from this procurement process or any future procurement process lead by the Authority and could cause the termination of any resultant Contract/Call-Off Contract or your removal from the Framework Agreement, where relevant.

Applicants must not assume that the evaluation panel will have any previous knowledge of their organisation. The evaluation panel will not take any prior knowledge or additional information into account.

It is essential that Applicants do not cross-reference their responses to the Award Questions. It is important therefore that all information is provided under the appropriate heading and Applicants duplicate the information in their responses where necessary to ensure each response is autonomous.

4.18 Selection Questions

Selection is the process by which the Authority is able to assess the suitability of the Applicant to undertake work on behalf of the Authority. The questions asked within Selection Questionnaire are compliant with Regulation 58 of the Public Contracts Regulations 2015.

The Authority requires all Applicants to complete all sections of the Selection Questionnaire included within Procurement Document C Selection and Award in full. The selection questions will be assessed on the basis of pass/fail. Any Applicants that do not fully meet the requirements of or misrepresent any information or evidence provided in relation to Regulation 57 may be excluded from further consideration.

4.19 Mandatory Exclusion Grounds

The following are grounds for the mandatory exclusion of Applicants from the procurement process:

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015
Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;

- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002
An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
An offence under section 59A of the Sexual Offences Act 2003
An offence under section 71 of the Coroners and Justice Act 2009;
An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994
An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.
Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.

4.20 Discretionary Exclusion Grounds

The following are the grounds for the discretionary exclusion of Applicants from the procurement process:

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including, but not limited to, the following:

- In the last 3 years, where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body).
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years where the organisation has been convicted of a breach of the Health and Safety legislation
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure

Advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Breach of obligations relating to the payment of taxes or social security contributions.

The contracting authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Additional grounds

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) –

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;

- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

4.21 Clarification of the Applicant's Bid

The Authority reserves the right (but shall not be obliged) to seek clarification of any aspect of an Applicant's Bid during any stage of the evaluation phase, where it is necessary to do so to conduct a fair evaluation. This is not an opportunity to submit new information after the deadline for receipt of Bids but to explain the Submission further. Applicants are asked to respond to such requests promptly and in any event in accordance with any time period set out in the request. Such requests and responses will be submitted via the messaging function in the E-Tendering system.

Should the Authority discover errors or omissions in the Bid after the deadline for Submissions the Applicant may (at the Authority's absolute discretion) be required to explain those errors or omissions. The Authority reserves the right not to allow or accept any corrections or amendments to the initial Bid.

4.22 Applicant's Price

The price offered by the Applicant shall be firm and fixed for the duration of the Contract/Call-Off Contract or Framework Agreement. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid. Price variation during the Contract/Call-Off Contract

or Framework Agreement term will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.

4.23 Abnormally Low Bids

In the event that the Authority receives a Bid which is abnormally low, in accordance with Regulation 69 of the Regulations, it shall require the Applicant to explain the price or cost proposed in the Submission. The Authority shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

4.24 Authority Site Visits

The Authority reserves the right to pay a site visit to Applicant's premises and/or exemplar site/s at which it performs the service required under the Contract/Call-Off Contract or Framework Agreement.
Applicants may or may not be contacted to be made aware that a site visit will take place. Any notification that is made will detail the date, time and details of those members/officers that are anticipated to attend.

Applicants must grant access to any premises requested to be visited by the Authority within that allocated time period.

Site visits will be for the purpose of ensuring that Applicants are appropriately skilled and experienced to deliver the service required under the Contract/Call-Off Contract or Framework Agreement and that any claims made to that effect are accurate.

4.25 Not Used

4.26 Rejection of Offers

The conditions for the acceptance of Bids are as follows:

- Bids must not be (i) qualified (ii) conditional or (iii) accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. Only Bids without qualification in accordance with the instructions will be accepted for consideration. The Authority's decision on whether or not a Bid is acceptable will be final and the Applicant concerned will not be consulted. If a Bid is excluded from further consideration the Applicant will be notified;
- Bids must not be vague, incomplete or breach any of the conditions contained within the Procurement Documents;
- Bids must be submitted in accordance with the Submission requirements.

The Authority may at its absolute discretion refrain from considering or reject any Bid in respect of which the Applicant has:

- directly or indirectly canvassed any Official, Member or Officer of the Authority or any of the Eligible Users or obtained information from any other person who has been contracted to supply Goods or provide Services or Works to the Authority concerning the award of the Contract/Call-Off Contract or Framework Agreement or who has directly or indirectly obtained or attempted to obtain information from any such official, member or officer concerning any other Applicant; or
- fixed or adjusted the prices by or in accordance with any agreement or arrangement with any other person; or
- communicated to any person other than the Authority the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the bid or for the purposes of insurance or financing; or
- entered into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
- offered to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission; or
- in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972, the Bid shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by an Applicant may attract;

In such circumstances, the Bid shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by an Applicant may attract.

4.27 Acceptance of Offers

The Authority is not obliged to accept the lowest or any Bid and reserves the right to accept a Bid either in whole or in part or make any award at all.

4.28 Award of Contract or Framework Agreement

Submitted documents shall constitute an irrevocable offer to provide the Goods/Works or Services that shall form part of any subsequent Contract between the parties. Any acceptance of it by the Authority shall be communicated in writing to the Applicant and shall be conditional on the Contract being approved in accordance with the Authority's internal procedures and the Authority generally being able to proceed. This may include considerations to the satisfactory receipt by the Authority of evidence of the Applicant's

suitability to provide the Contract, which may include the Applicant's financial accounts or similar and insurance certificates. Should suitable evidence not be received within the time limits as stated by the Authority or should the evidence not prove satisfactory then the Authority reserves the right not to proceed with the contract award.

The Applicant shall conclude a formal Contract/Call-Off Contract or Framework Agreement with the Authority, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract/Call-Off Contract or Framework Agreement has been signed by a duly authorised officer of the Authority and co-signed by the Applicant's authorised officer.

Upon such acceptance the Contract/Call-Off Contract shall become binding on all parties.

The offer shall remain open for acceptance for a period of twelve (12) months from the closing date for the receipt of Submission.