

Cheshire East Borough Council

INVITATION TO TENDER
OPEN PROCEDURE GUIDANCE DOCUMENT
LOW VALUE CONSTRUCTION SERVICES
FRAMEWORK 2017 – 2021

**PERIOD: 4 years (3 years with an option to extend for up to
a further 12 months)**

CHEST REF: DN121847

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Version: 7

CHESHIRE EAST BOROUGH COUNCIL
Low Value Construction Services Framework 2017 – 2021
Period: 4 years (3 years with an option to extend for up to a further 12 months)

SUMMARY INSTRUCTIONS AND DETAILS OF FRAMEWORK AGREEMENT (THE “CONTRACT”)

ITEM	CONTRACT DETAILS
OJEU sent for Publication	20 th July 2016
Contract Description:	Low Value Construction Services Framework
Quantity:	Typically 12 to 20 projects annually
Period of Contract:	This contract will be for a maximum period of 4 years (3 years with an option to extend for up to a further 12 months)
Call-off Frequency	The Council makes no guarantee as to the volume of business on offer and volumes provided are indicative only and intended as a general guide based on the last Framework usage.
Estimated Contract Value	The total value of the Low Value Construction Services Framework will be in the region of £13.5million, but this figure is not confirmed, nor a guarantee.
Procuring Officer:	Andy Norton
Queries or Clarifications:	Any queries or requests for clarification must be directed via the CHEST at www.the-chest.org.uk using the Q&A discussions area, and received before noon on 1st September 2016
Submission instructions:	All documents must be returned via the CHEST at www.the-chest.org.uk , and must be compatible with Microsoft Office or Acrobat/PDF formats.

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Tenders to be sent to:	<p>E-TENDERING ONLY (www.the-chest.org.uk) - Tenderers must not submit Tenders by postal methods or return a Tender via e-mail to The Council.</p> <p>Tenderers must submit Tenders by uploading your submission and supporting documentation via the e-tendering portal by the closing date and time.</p> <p>If you have any technical problems with 'The Chest' please contact the helpdesk on: Email:nwsupport@due-north.com and Telephone: +44 8452930459</p>
Date/time for Tender return:	Before 12 noon on 19th September 2016

TIMETABLE

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

Stage	Date(s)/time
Issue of Invitation to Tender	22nd July 2016
Deadline for queries/clarifications	Before 12 noon on 1st September 2016
Submission of Tenders	Before 12 noon on 19th September 2016
Evaluation of Tenders	15th December 2016
Notification of result of evaluation	5th January 2017
Standstill period	25th January 2017
Expected date of award of Contract(s)	1st February 2017
Contract commencement	1st February 2017

INFORMATION MEMORANDUM

1 BACKGROUND

- 1.1 The Council intends to create a Framework of construction contractors for the provision of construction related services. It is the Council's intention that this Framework will be available to associate companies and subsidiaries of the Council, including, but not limited to: Tatton Park Enterprises Ltd; Engine of the North Ltd; Ansa Environmental Services Ltd; Orbitas Bereavement Services Ltd; Civicance Ltd, Skills and Growth Company Ltd and Everybody Sports & Recreational Trust Ltd (Trading as Everybody Ltd, a charitable trust), Transport Service Solutions Ltd, and any other wholly or partly owned companies created by Cheshire East Borough Council. This framework agreement will also be open for use by all schools and academies, including maintained early years settings within the borough boundary and all town and parish Councils within the borough boundary.
- 1.2 The current Low Value Construction Services Framework was for a period of 4 years (3 years with an option to extend for up to a further 12 months) and the Council wishes to continue to gain the benefits long term frameworks offer.
- 1.3 Since the establishment of the current framework the council has entered into a 5 year contract (with the option to extend for a further 2 years) for the provision of Facilities Management Services (Lot 2 Maintenance). Planned / minor works maintenance of up to £250,000 can be undertaken through this contract at the Councils discretion.
- 1.4 The Council may also use, at the Councils discretion, the North West Construction Hub (NWCH) Low Value Framework which will be available for projects above £500,000.

2 REQUIREMENT FOR THE LOW VALUE CONSTRUCTION SERVICES FRAMEWORK

- 2.1 The new framework will be for a maximum period of 4 years (3 years with an option to extend for up to a further 12 months).
- 2.2 The new framework will include schemes up to £800,000 in value. This will provide an overlap with both the maintenance contract and NWCH framework allowing the Council flexibility in procurement options. Although it is anticipated the majority of lower value schemes will be undertaken by the planned / minor works maintenance contractor, Providers will be required to demonstrate their ability to undertake works below £250,000.
- 2.3 The intended make up of the Framework is for the creation of a **single** Lot of six providers to undertake design and construct, or construct only, new build construction projects, extensions, refurbishments and minor building works. Providers must be capable of undertaking projects up to £800,000 in value as well as smaller works and single trade schemes. It is envisaged the majority of

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projects (by value) will be between £200,000 and £700,000. Providers submitting responses must demonstrate their capability of delivering the following types of projects, either themselves or through their supply chain:-

- New Build Works
- Extension Works
- Refurbishment Works
- Minor Building Works
- Heritage Works
- Demolition Works
- Electrical Works
- Mechanical Works
- Painting and Decorating Works
- Flooring Works
- CCTV/Fire Alarms/Security Systems Works
- Landscaping Works (including play/sports equipment)
- Public Realm Works
- Site preparation works (only) for modular construction projects
- Volumetric Building Solutions

2.4 The works undertaken will generally be to schools, libraries, leisure centres, community buildings, social services and health buildings, depots, cemeteries/crematoria, office facilities, National Trust estates, parks, farm buildings, other buildings the Council is involved with and their environments. Although there may be some requirement for housing projects this is anticipated to be minimal.

2.5 Call off projects up to £100,000 will generally be undertaken on a single stage tender basis utilising a JCT Minor Works form of contract. Call off projects over this value will generally be undertaken on a two stage tender basis utilising an NEC3 Option C form of contract.

3 ESTIMATED ANNUAL VALUE

3.1 The annual value of the Low Value Construction Services Framework is expected to fall within the range of £2.75million to £3.5million but this figure is not confirmed, nor a guarantee.

4 ADDITIONAL/RELATED PROCUREMENT ACTIVITIES

4.1 This procurement exercise will culminate in the formation of the Low Value Construction Services Framework.

4.2 It is envisaged the majority of projects will be allocated following a mini competition between all Providers, however, at the Council's discretion projects may be allocated by direct appointment.

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- 4.3 Mini competitions between all Providers on a Lot will be, at the Councils discretion, on a MEAT or lowest price basis.
- 4.4 Direct appointments will be made, at the Councils discretion, to either the Provider who ranked number one in the Framework Tender process, subject to confirmation of capability and capacity, and to satisfactory framework performance, or to a Provider who, in the Council's opinion, will provide value for money due to prior knowledge of a scheme or site or due to specific expertise.

5 CONTACT DETAILS

- 5.1 Unless stated otherwise in these instructions or in writing from the Council, all communications for queries or requests for information during the period of this procurement exercise must be directed through the e-tendering portal – “the chest”:

www.the-chest.org.uk.

6 GUIDE TO SUPPLIERS

- 6.1 For further guidance on completing procurement documentation please paste the following link into your web browser:-

http://www.cheshireeast.gov.uk/business/procurement/doing_business.aspx

Scroll down to “Guide To Suppliers” and click on “Supplier guidance on completing procurement documentation”. This should then open the document as a pdf.

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IMPORTANT NOTICE

This Invitation to Tender (“ITT”) is issued to those who have expressed an interest to tender (“Tenderers”) to Cheshire East Borough Council (“The Council”) to join the Low Value Construction Services Framework (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of The Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of The Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by The Council and its advisers.

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

You are deemed to understand fully the processes that The Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>

1. BACKGROUND

- 1.1. Further details of The Council's needs under the Contract and other relevant information is provided in the procurement documents.
- 1.2. If you have any questions or require any clarifications, please direct these via 'the chest'.
- 1.3. Other than the team members allocated to the contract no Council employee or member of The Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 1.4. Please note that The Council's responses to any queries or clarification requests may, at The Council's discretion, be circulated to all Tenderers.
- 1.5. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.6. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.7. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. TENDER SUBMISSION REQUIREMENT

- 2.1. The closing date and time for receipt of the ITT is **before 12 noon on 19th September 2016**
- 2.2. Tenders must be written in the English language.
- 2.3. Tenders must provide responses referring back to the numbering format as set out in the response document.

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- 2.4.** Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.5.** Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. The Council cannot be held responsible for technical/ICT issues in leaving the uploading of your submission too late.
- 2.6.** No submission received after this closing date and time will be considered other than where there are exceptional circumstances which may be considered by the Borough Solicitor in his/her sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
- 2.7.** Where several documents are to be enclosed, preference would be for these to be 'zipped' as one file and attached to the portal. Please do not send any additional company literature/brochures if these have not been requested
- 2.8.** The Council reserves the right to reject or disqualify a Tenderers submission where documents are completed incorrectly, are incomplete or fail to meet The Council's submission requirements which are detailed in this document.
- 2.9.** The Council reserves the right to reject or disqualify a Tenderers submission if in the opinion of The Council the Tenderer is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
- 2.10.** Not applicable.
- 2.11.** If 2.10 is not applicable, and pursuant to 2.12, the tender will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
- 2.12.** If a tender containing major arithmetical errors or a large number of arithmetical errors is submitted then this may be rejected on the grounds that there is a serious doubt about the competence of the bidder.
- 2.13.** The ITT must provide all of the information requested in the specified format and be completed in full and signed where indicated. In particular, the Form of Tender and the Certificate of Non-Collusion and Non-Canvassing must be signed by an authorised signatory.

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- 2.14.** Failure to complete all relevant sections or sign the document where required may render your submission incomplete or non-compliant and may invalidate your submission.
- 2.15.** Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
- 2.16.** The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.17.** All Prices shall be stated in pounds sterling and exclusive of Vat.
- 2.18.** The Tender must not be qualified in any way.
- 2.19.** Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.20.** Your full registered business/name and main office address must also be provided on all documents.
- 2.21.** In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the submission date for the Tender to enable any technical queries to be investigated and resolved.
- 2.22. Social Value:** Cheshire East Council is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a contract.

Cheshire East Social Value policy sits within the overarching Cheshire East Corporate Plan. The Corporate Plan consists of six outcomes that demonstrate how Cheshire East Council will put the residents of Cheshire East first in the way that services are provided. Outcome numbers 1-5 focus on the activities directly affecting residents and local businesses. Outcome number 6 focuses on maximising value for money in the way the Council operates.

Outcome 1 – Our local communities are strong and supportive

Outcome 2 – Cheshire East has a strong and resilient economy

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Outcome 3 – People have the life skills and education they need to thrive

Outcome 4 – Cheshire East is a green and sustainable place

Outcome 5 – People live well and for longer

Outcome 6 – A responsible, effective and efficient organisation

The Cheshire East Council Social Value Policy can be found at the following link

http://www.cheshireeast.gov.uk/business/procurement/procurement_strategy.aspx

Additional information on the PSSVA (2012) can be found at

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

If Social Value forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

3. CONTRACT DOCUMENTS

3.1. Any resulting Contract will consist of the Framework Agreement (to be completed), the Contract Amendments Special Conditions, the Framework Particulars, the Framework Operation Manual and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.

3.2. This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract other than through the tender clarification process.

3.3. Any contract award will be conditional on the Contract being approved in accordance with The Council's internal procedures and The Council being generally able to proceed. The statutory standstill period of a minimum of 10 calendar days will elapse before confirmation of contract award is sent to the successful Tenderers.

<http://www.legislation.gov.uk/ukxi/2015/102/regulation/87/made>

3.4. The Council reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.

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- 3.5.** The successful tenderers will be required to execute a formal Framework Agreement, the terms and conditions of which are contained within Appendix 4 and Appendix 5 of this ITT, along with the Framework Operation Manual (Appendix 6) which details the procedures through which the Framework will be operated.

An underlying contract for each call-off project procured through the Framework will be required and will generally be selected from the following contract forms:-

- NEC 3 Option C target cost
- JCT Minor Works (with or without design)
- Cheshire East Borough Council Official Purchase Order

- 3.6.** Please note that no work must be commenced by the successful tenderer and no payment can be made until the contractual terms and conditions are signed by both parties.

4. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS

4.1. Open Procedure

- The procurement process adopted by The Council is based upon the Open tendering procedure as detailed in the Public Contracts Regulations 2015.
<http://www.legislation.gov.uk/ukxi/2015/102/regulation/27/made>

In brief, the process will be as follows:

- All suppliers expressing an interest in the contract have been sent an Invitation to Tender (ITT) email notification and their subsequent tender submission will initially be evaluated to ensure that all the stated qualifying criteria are met.
- All tenders which meet the qualifying criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs.

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5. TENDER EVALUATION - SUITABILITY ASSESSMENT QUESTIONNAIRE (SAQ) PARTS 1 AND 2

- 5.1.** The evaluation will be based upon qualifying and award assessments; the top scoring 10 applicants that meet the qualifying criteria within the SAQ at **Schedule 4** of the response document, will then be scored against the award criteria. Those deemed not to meet the qualifying criteria and / or obtain a minimum score of **50%** will not be considered further. From these 10 applicants the Council intends to offer the top scoring 6 applicants a position on the Framework.
- 5.2.** A number of qualifying criteria will be applied to the responses given by tenderers to the SAQ section of this tender document. These qualifying criteria are essentially the minimum standards which Tenderers must meet or exceed. They address the Tenderer's capacity to perform the contract, i.e. the minimum requirements for professional, technical and financial capacity.
- 5.3.** Those Tenderers meeting the criteria will be accepted for the next stage where they will be scored against the award criteria. The qualifying criteria will be based upon the following factors, and will be assessed as either 'Pass' or 'Fail'.

Any Tender failing any of the below qualifying SAQ criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.

SAQ Evaluation Matrix Table – Schedule 4

Section	Assessment	"Fail" on
Schedule 4 (SAQ)		
Registration table (page 10)	This table is for information purposes only, to ensure the Council has the correct details of all Organisations	Applicants will fail on incomplete responses
Declaration (page 25)	This section is to be scored on a pass/fail basis, a pass will be given on the document being signed and returned.	Applicants will fail on Incomplete signing and returning of the document

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SAQ Evaluation Matrix Table – Schedule 4 Part 1 (Appendix 1)

Section	Assessment	“Fail” on
Appendix 1 Schedule 4 Part 1 (SAQ)		
Table 1 Supplier identity, key roles and contact information	This section is required for information purposes only, to ensure the Council has the correct details of all Organisations	Applicants will fail on incomplete responses
Table 2 Financial information: Financial standing	This section will be evaluated on a pass / fail basis. Notation value calculated as the lowest of three calculations that bring together the last reported annual turnover, net assets and the highest value of references obtained. See Appendices A and B within Schedule 4 Part 1 for reference form templates and details of how the notation value is calculated.	Applicants will fail on incomplete responses and/or Not providing two valid references and/or Not achieving the minimum notation value of £1,000,000 for a CPV code of 45210000.
Table 2 Financial information: Insurances	This section will be evaluated on a pass / fail basis. The following minimum insurance requirements are required on an each and every claim basis:- Public Liability Insurance - £10million. Employers Liability Insurance - £10million. Professional Indemnity Insurance - £2million.	Applicants will fail on incomplete responses and/or Not achieving the minimum insurance requirements or Not confirming insurances achieving the minimum insurance requirements will be obtained prior to contract award.
Table 3 (Table 9) Business and professional standing. Mandatory Grounds for Exclusion	These sections are to be scored on a pass/fail basis. If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Applicants will fail on incomplete responses and/or
Table 3 (Table 10) Business and professional standing. Discretionary Grounds for Exclusion		Unlawful Actions

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Section	Assessment	"Fail" on
Table 4 Health and safety policy and capability	This section will be evaluated on a pass / fail basis. Demonstration of competence against the criteria contained within each question.	Applicants will fail on incomplete responses and/or Competence not demonstrated, with evidence where required, on any question
Table 5 Equal opportunity and diversity policy and capability	This section will be evaluated on a pass / fail basis. We will seek evidence relating to the questions, if required.	Applicants will fail on incomplete responses and/or Unsatisfactory responses and/or missing policy or written assurance
Table 6 Environmental management policy and capability	This section will be evaluated on a pass / fail basis. We will seek evidence relating to the questions, if required.	Applicants will not fail where a valid "exemption" certificate is provided. Where exemption is not requested applicants will fail on incomplete responses and/or Unsatisfactory responses and/or missing policy
Table 7 Quality management policy and capability	This section will be evaluated on a pass / fail basis. We will seek evidence relating to the questions, if required.	Applicants will not fail where a valid "exemption" certificate is provided. Where exemption is not requested applicants will fail on incomplete responses and/or Unsatisfactory responses and/or missing policy

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Section	Assessment	"Fail" on
Table 8 Building information modelling, policy and capability	The questions within this section will be evaluated on a pass / fail or information only basis. Question O4-Q1 will be evaluated on a pass/fail basis. Questions O4-Q2, Q3 and Q4 are for information only.	Applicants will not fail where a valid "exemption" certificate is provided. Where exemption is not requested applicants will fail on incomplete responses and/or Unsatisfactory response to Question O4-Q1.

SAQ Evaluation Matrix Table – Schedule 4 Part 2

Section	Assessment	"Fail" on
Schedule 4 Part 2 (SAQ)		
Question 4.1 Mandatory exclusion - Modern Slavery	This question is to be scored on a pass/fail basis. If an Organisation cannot confirm the statement, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Applicants will fail on incomplete responses and/or Unlawful Actions
Question 4.2 Additional health and safety capability questions	These questions will be evaluated on a pass / fail basis. Demonstration of competence against the criteria contained within each question.	Applicants will fail on incomplete responses and/or Competence not demonstrated, with evidence, on any question
Questions 4.3 to 4.10 Technical & Professional Ability	These questions will be evaluated out of 100%. The relevant % weighting is stated individually for each question in the response document.	Applicants will fail on incomplete responses and/or Doesn't meet minimum SAQ pass score of 50% for scored questions

SAQ Scoring

The tenderers response to each 'scored' question within Schedule 4 SAQ Part 2 is scored between 0 and 10 according to the pre-agreed scoring grid (see Section 7 below).

For each question the actual score is divided by the maximum score allowed for that question.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q4.3, Overall Percentage weighting is 35%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%

Therefore overall percentage weighting x adjusted score = 35 x 60% = 21%

NOTE TO ORGANISATION:

*For the SAQ Questions, please see **Schedule 4** of the Response Document.*

6. TENDER EVALUATION - AWARD CRITERIA

- 6.1.** Response to Invitation to Tenders (ITT) will be evaluated to determine the most economically advantageous Tender, taking into consideration the following award criteria within **Table 1** further below.
- 6.2.** The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 6.3.** Where the pricing of a Tender is abnormally low The Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.
<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>
- 6.4.** Each Tender Response will be checked initially for compliance with all requirements of the ITT.
- 6.5.** Tenders will be evaluated against the award criteria set out in **Table 1** below and this criteria is further detailed in **6.6.**

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ITT & SAQ Evaluation Matrix Table

Table 1

Description	Assessment
Full ITT & SAQ	
Initial Compliance Checks	
Compliance with SAQ & ITT process and of completeness of Information	Pass / Fail
Inclusion of Form of Tender	Pass / Fail
Inclusion of a signed certificate of Non-Canvassing and Non-Collusive tendering	Pass / Fail
Inclusion of a signed certificate of Bona Fide tender	Pass / Fail
Inclusion of a completed and satisfactory commitment to blacklisting regulations	Pass / Fail
Suitability Assessment Questionnaire (SAQ)	Pass / Fail
Schedule 5 – Pricing Schedule	
ITT Financial Evaluation	30%
Overheads and Profit	10%
Preliminaries	10%
Schedules of Work	10%
Schedule 6 – ITT Qualitative Evaluation Questions	
ITT Qualitative Evaluation	70%
Question 6.1 – Framework Management	10%
Question 6.2 – Communication	10%
Question 6.3 – Continuous Improvement	10%
Question 6.4 – Operational Management/Collaboration	10%
Question 6.5 – Project Delivery and Scenarios	20%
Question 6.6 – Social Value	10%

The tenderers response to each non-priced contract-specific question is scored between 0 and 10 according to the pre-agreed scoring grid (see Section 7 below).

For each question the actual score is divided by the maximum score allowed.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q6.5, Overall Percentage weighting is 20%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%

Therefore overall percentage weighting x adjusted score = 20 x 60% = 12%

6.6. Evaluation: Information the Council Requires

Qualitative Tender Information Required

NOTE TO ORGANISATION:

*For the ITT Award Criteria Questions and Response Guidance, please see **Schedule 6** of the Response Document.*

Pricing Tender Information

- Tenderers must complete the Pricing Schedule set out in Schedule 5 of the Response document to provide all of the obligations under the Contract.
- Where prices are requested they shall be stated in pounds sterling and exclusive of VAT.
- The Financial Evaluation has a weighting of 30% split equally over three sections.
- The Overheads and Profit section has a weighting of 10%. The scoring methodology for this section is contained within the Overheads and Profit section of Schedule 5.
- The Preliminaries section and Schedules of Work section each have a weighting of 10%. The price for each section is converted into a score as a percentage of the lowest bid price with the lowest, but feasible, price being awarded 10%. This calculation is explained in the example below.

EXAMPLE

Preliminaries section = 10% weighting:

Company A = £4,000.00

Company B = £5,000.00

Company C = £6,000.00

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Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Company A = £4,000.00/£4,000.00 x 10 = 10.00%

Company B = £4,000.00/£5,000.00 x 10 = 8.00%

Company C = £4,000.00/£6,000.00 x 10 = 6.67%

7. EVALUATION METHODOLOGY & SCORING STRUCTURE

The scoring methodology below will be used for scored questions within Schedule 4 Part 2 of the Suitability Assessment Questionnaire and the Qualitative Award Evaluation questions at Schedule 6 - scores will be awarded as follows:

Score	Scoring Principles
0	Rejected – Evidence is unacceptable or non-existent, or there is a failure to properly address any issues.
2	Very Poor – The evidence is significantly deficient in certain areas.
4	Poor – The evidence is deficient in certain areas where the details of relevant evidence require the reviewer to make assumptions.
6	Satisfactory – The evidence is acceptable, but with some minor reservations.
8	Good – The standard of evidence fully meets expectations.
10	Outstanding – The standard of evidence exceeds expectations.

8. CLARIFICATIONS

8.1. Pre-Submission Clarification:

- All clarifications raised by tenderers prior to the submission (deadline) close time / date in regard to this ITT must be submitted in writing via the chest, in the first instance by the date shown on the “Indicative Timetable”.
- Queries should be received **before 12 noon on 1st September 2016**.

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- The Council shall endeavour to respond to queries within two working days. If The Council considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all operators who have expressed an interest in the award of the contract.
- The Council reserves the right to retain all and any of the information supplied to it by the tenderer(s).

8.2. Post-Submission clarifications:

- The Council reserves the right, after submissions have been opened, to clarify with any tenderer, any aspect of the submission and to retain all and any of the information supplied to it by the tenderer(s). It is imperative that all tenderers are immediately available during the evaluation period of this submission.
- Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-deadline submission clarification period. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-deadline clarification process will make the submission non-compliant.

8.3. Clarification meetings, site visits and interviews

- The Council reserves the right to hold clarification meetings as it considers appropriate both before and after Tender submission.

9. POST-CONTRACT MONITORING

- 9.1.** The successful Tenderer will be expected to collaborate with The Council over the Contract Period to achieve continuous improvement in the quality and delivery of the Contract in accordance with The Council's obligations under Part I of The Local Government Act 2000.

<http://www.legislation.gov.uk/ukpga/1999/27/contents>

Tenderers are considered to have confirmed their willingness to participate in this activity in their Tender.

10. NATIONAL FRAUD INITIATIVE

- 10.1. The Supplier should be aware that The Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body. This requires that the Council provides details of the transactional activity for a period of time, namely invoice details, plus supplier master-file data e.g. company name, vat / company registration details, bank account details. Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.

11. WHISTLEBLOWING POLICY

- 11.1. The Supplier shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of Laws on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution or discriminatory action.
- 11.2. Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them. Tenderers' employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.
- 11.3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy \(PDF, 85KB\)](#) or email whistleblowing@cheshireeast.gov.uk.

12. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 12.1. The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR")
<http://www.legislation.gov.uk/ukxi/2004/3391/part/1/made>
- 12.2. As part of The Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

- 12.3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 12.4. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However The Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 12.5. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- 12.6. Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- 12.7. Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- 12.8. In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.