

LONDON BOROUGH OF BROMLEY HOUSING REGENERATION & PLANNING



INSTRUCTIONS AND INVITATION TO TENDER

MULTI-DISCIPLINARY DESIGN TEAM

FOR THE PROVISION OF THE

CRYSTAL PALACE PARK REGENERATION PLAN

CONTENTS

1.	INTRODUCTION AND OVERVIEW OF SERVICES	4
2.	INTERPRETATION	5
3.	LEGAL AND CONTRACTING ARRANGEMENTS	5
4.	WHISTLEBLOWING	7
5.	CONTRACT PERIOD	7
6.	COMMUNICATION	7
7.	AMENDMENTS TO TENDER DOCUMENTS	8
8.	REJECTION OF TENDERS	9
9.	PARENT COMPANY DEED OF GUARANTEE OR PERFORMANCE BOND	9
10.	RESPONSE METHOD	10
11.	TENDER STAGES	11
12.	CONFIDENTIALITY	12
13.	EVALUATION OF TENDERS	13
14.	INDICATIVE TIMETABLE	13
	PART II -SELECTION QUESTIONNAIRE (SQ)	14
15.	STAGE ONE – SELECTION CRITERIA AND INSTRUCTIONS FOR COMPLETING THE STAGE 1 SELECTION QUESTIONNAIRE	14
16.	STAGE ONE – SELF-CERTIFICATION	14
17.	STAGE ONE – FINANCIAL STANDING	15
18.	STAGE ONE – REFEREES	15
19.	EVALUATION AND SCORING OF THE SELECTION QUESTIONNAIRE	15

PART III -STAGE 2:	17
INVITATION TO TENDER (AWARD CRITERIA)	17
20. STAGE TWO – AWARD CRITERIA AND SCORING	17
21. STAGE 2 – EVALUATION OF QUALITY	17
22. STAGE 2 – EVALUATION OF PRICE	20
23. CLARIFICATION INTERVIEWS	22
24. AWARD OF CONTRACT	22
25. DOCUMENT CHECKLIST	23

TENDERERS SHALL ENSURE THE ACCURACY AND COMPLETENESS OF ALL INFORMATION AND ATTACHMENTS PROVIDED BEFORE SUBMISSION. THE COUNCIL MAY SEEK FURTHER CLARIFICATION ON ANY RELEVANT POINTS BUT IS NOT OBLIGED TO DO SO.

YOUR SUBMISSION IS YOUR RESPONSIBILITY!

MULTI-DISCIPLINARY DESIGN TEAM

INSTRUCTIONS AND INVITATION TO TENDER

1. INTRODUCTION AND OVERVIEW OF SERVICES

- 1.1 The London Borough of Bromley (“the Council”) is inviting tenders from potential providers with the relevant experience and technical ability to deliver a Multi-Disciplinary Design Team for the provision of the Crystal Palace Park Regeneration Plan. The Council will be using an Open process consisting of:
- Stage 1 – Selection Questionnaire (SQ)
 - Stage 2 – Invitation to Tender (Award Criteria)
- 1.2 The documents provided relate to the Stage 1 Selection Questionnaire / Stage 2 Award Criteria and Tenderers must complete all the relevant sections and submit them together via ProContract in accordance with the documents set out in this document.
- 1.3 The Council is seeking bids from Tenderers who are suitably qualified and experienced and have the capacity to manage the Project as set out in the Service Specification and accompanying Tender Documents.
- 1.4 This information provides background information to Tenderers on the Council's strategic objectives for a new contract to commence **Thursday, 1st June 2023**, and the Council's legal responsibilities under Legislation.

The Service:

- 1.5 The Council is seeking an experienced multi-disciplinary design team to progress the next stages of the Regeneration Plan for the Crystal Palace Park now that outline planning consent has been achieved. The services will be required from RIBA Stages 2 to 7 of the project.

Key Requirements of the Tender:

- 1.6 The key requirements of this Tender are set out in this Invitation to Tender and the Tender Documents. Tenderers are requested to ensure they read all the documentation provided and raise any queries in accordance with Paragraph 6 ‘Communication’ of this Invitation to Tender document
- 1.7 The tender process will be run electronically using the ProContract e-tendering system. Tenderers shall ensure they adhere to the instructions for submitting their tender contained in this document and the help guidance notes provided by ProContract.

- 1.8 Organisations with an interest in providing the Service as detailed in the main body of this document shall ensure their tenders fully address the information requested within these Instructions and Invitation to Tender. Additional technical and descriptive information may be included by Tenderers submitting a response. If there is any doubt about the relevance of providing information, it is advised to include rather than omit that information.
- 1.9 The Council estimates this procurement opportunity based on best market valuation of an estimated **annual** contract value of **£400,000**, over 3 years, for Sites A and B.
- 1.10 The fully completed Tender Documents shall be submitted via ProContract no later than **12.00 noon on Friday, 24th March 2023**, or any revised date if such is granted under paragraph 0.

2. INTERPRETATION

- 2.1 Terms in these Instructions and Invitation to Tender have the same meanings as specified in the definition section of the Conditions of Contract that form part of these Tender Documents.
- 2.2 Any reference to a Tenderer includes any person employed by the Tenderer or acting on its behalf (whether with or without the Tenderer's knowledge).

3. LEGAL AND CONTRACTING ARRANGEMENTS

- 3.1 Information supplied by the Council as part of this procurement process is supplied in good faith, but no representation is given to its accuracy, completeness or sufficiency. Tenderers should carry out their own due diligence checks to verify the accuracy of any information provided and to assess the extent of the risks for which they are to assume responsibility in relation to this procurement process and under the terms of the Contract. No responsibility is accepted for any loss or damage, of whatever kind or howsoever caused, arising from the use by Tenderers of such information.
- 3.2 All information received by Tenderers shall be treated as confidential and in accordance with Data Protection legislation, and only shared with those directly involved in preparation of the bid.
- 3.3 This Invitation to Tender does not purport to contain all the information that a Tenderer may require, and each Tenderer should carry out its own enquiries and / or undertake its own due diligence exercise to satisfy itself that it can fully respond to the questions raised in this Invitation to Tender and at any stage during the procurement process, and that it has sufficient resources to meet the requirements of the Contract.
- 3.4 No reliance may be placed on any information or statement contained in this Invitation to Tender and no representation or warranty, expressed or implied, is or will be in relation to such information.

- 3.5 Tenderers must ensure that they are fully familiar with the nature and extent of the obligations they are required to undertake if their bid is accepted.
- 3.6 Tenderers shall ensure that all information supplied to the Council in support of their tender is accurate to the best of their knowledge at the time of submitting their bid.

The Council may seek further clarification on any relevant points but is not obliged to do so.

- 3.7 Tenderers shall note the nature of the transparency commitments for tenders and contracts and the scope of the Council's ability to withhold material. Disclosable material is not different to that currently disclosable under Freedom of Information legislation, but Tenderers must understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information.

Tenderers are requested to clearly identify any documents they consider to be commercially sensitive even after the conclusion of the Tender and shall indicate the period of which such sensitivity or confidentiality applies.

- 3.8 The Services to be provided as a result of this procurement will be subject to ALL Data Protection Legislation.
- 3.9 Every tender received by the Council shall be deemed to be subject to the terms of this Invitation to Tender which form part of these Tender Documents.
- 3.10 The Procurement Documents supplied to Tenderers through the [London Tenders Portal](#) known as [ProContract](#) are and shall remain the intellectual property of the Council. If no Tender is submitted, any documents downloaded **must** be deleted.
- 3.11 The Council may reproduce the whole or any portion of submitted tenders for the purpose of tender evaluation.
- 3.12 The Council will not be responsible, nor will they pay for any expenses or loss which may be incurred by Tenderers in the preparation of their tender, or any other aspect of the tender process.
- 3.13 Where a Tender is being submitted by a Consortium, while the Council does not stipulate the form any business relationship between those submitting such a tender, it reserves the right to consider the formality and details of the relationship as part of its evaluation process.
- 3.14 The Council does not have a preference for the business model used to deliver this Service; however, if more than one organisation is involved in a submission, this must be clearly stated within the Tender Documentation submitted. On request, **each** individual Consortium or Partnership member may be required to complete and submit the full Selection Questionnaire individually at any time during the procurement process.

- 3.15 The Council may, at its absolute discretion, extend the closing date and time by amending the tender on [ProContract](#). Tenderers will receive notification of the change of return date and time. Unless any such extension has been granted, Tenders submitted after the return date and time will not be considered.
- 3.16 Tenderers are not permitted to make any public announcements about this procurement during the tender process unless they have received the express prior written approval of the Council.
- 3.17 The Council may, at its sole discretion, terminate the tendering process at any time. If such action is taken, Tenderers will be notified via ProContract.
- 3.18 **The Council is not bound to make any award of Contract.** It may award the Contract to the Most Economically Advantageous Tender (MEAT) and does not bind itself to accept the lowest offer.
- 3.19 A legally binding Contract will be created on the date the Council notifies the successful Tenderer in writing of the acceptance by the Council of the Tenderer's tender submission (the letter of acceptance) and until the successful Tenderer executes the Contract in accordance with the Council's requirements, the terms of the Contract shall be binding on the Contractor as set out in the Form of Tender.

4. WHISTLEBLOWING

- 4.1 If a Tenderer spots any form of inappropriate conduct, you can notify the Council using our 'Raising Concerns' policy located at <https://www.bromley.gov.uk/policies-plans/standards-conduct/2>
- 4.2 Tenderers can raise concerns whether you have evidence, or suspect, that inappropriate conduct is happening between staff and / or tenderers. This may include:
- Corruption
 - Collusion
 - Fraud
 - Abuse of a position

5. CONTRACT PERIOD

- 5.1 The Contract will commence on **1st June 2023** and be for an Initial Period of **three (3) years**, with an option to extend on the same terms and conditions for **three (3) periods of up to three (3) years**.
- 5.2 The Contract may be extended as stated in the Conditions of Contract, and as further provided for in the Public Contract Regulations 2015 (Regulation 72).

6. COMMUNICATION

- 6.1 Tenderers are required to direct all queries regarding the procurement process,

Selection Questionnaire and Tender Documentation through ProContract using the 'Message' function as directed in the [Supplier Guide](#) on the [London Tenders Portal](#).

The Council will not respond to any clarification questions received by any other method or in any other format.

- 6.2 If Tenderers have queries regarding the ProContract Tenders Portal, they shall note the information contained in the [help guides](#) contained within the Portal or contact Proactis at procontractsuppliers@proactis.com or contact the Supplier Helpdesk on: 0300 0050352 between 9:00am – 5.30pm weekdays and at least 24 hours prior to the tender deadline.
- 6.3 In order to treat all potential Tenderers fairly, Tenderers are requested not to sign or include any identifying marks on their queries / clarifications as these and the Council's responses may be made available to other Tenderers via ProContract.
- 6.4 No verbal clarifications will be given.

Unauthorised communication with Council staff may lead to disqualification of the tender.

- 6.5 Please note that any correspondence issued by the Council to Tenderers via ProContract will be sent to the person who is the named registered person on the Portal for each organisation. It is the Tenderer's responsibility to ensure they maintain and update their registration with ProContract in order to receive any communication from the Council.
- 6.6 If a potential Tenderer has expressed an interest in this procurement opportunity but does not wish to submit a bid, they should 'Opt Out' on the London Tenders Portal and ensure any documents downloaded are destroyed as detailed in paragraph 3.10. Under no circumstances should the documents be passed to on to a third party without the consent of the Council.
- 6.7 The Council will endeavour to answer all enquiries relating to the procurement process and received through ProContract up to and including **12 noon on Monday, 17th March 2023**. This will allow the Council to respond to the queries in advance of the Tender return date.

7. AMENDMENTS TO TENDER DOCUMENTS

- 7.1 The Council reserves the right to make changes to the Tender Documents as required. If changes are required, they will be uploaded to ProContract by the Council and notification will be sent to all prospective Tenderers that the document has been amended and the nature of the amendment.
- 7.2 If a prospective Tenderer makes an amendment to submitted tender using made using the 'Editing Tender Response' functionality on ProContract as directed in the [Supplier Guide](#) on the London Tenders Portal, this must be uploaded to ProContract before the due date and time. Revised tenders will not be accepted if submitted once this date and time has passed.

- 7.3 **Tenderers should not to make any changes or deletions to the Tender Documents.** Any changes or deletions made to the Tender Documents will be disregarded and will not form part of the Contract.
- 7.4 The Tenderer will be informed by the Council of any mathematical errors found in the examination of the submitted tender. The Tenderer may then:
- 7.4.1 Confirm submitted prices without amendment; or
 - 7.4.2 Withdraw the tender; or
 - 7.4.3 Amend the tender to correct any genuine arithmetic errors apparent on the face of the document, providing that in this case, apart from these genuine errors no other adjustment, revision or qualification is made; or
 - 7.4.4 Act as directed by the Council in applicable circumstances as otherwise provided for in Clause 56(4) of the Public Contracts Regulations 2015.

8. REJECTION OF TENDERS

- 8.1 The Council may reject a Tender if any of the following occur:
- 8.1.1 The Selection Questionnaire and / or Tender is qualified in any way, unless the qualification has been previously agreed with the Council.
 - 8.1.2 The Selection Questionnaire and / or Tender is not submitted in accordance with the instructions set out in this document or if anything is omitted or is incorrectly completed.
 - 8.1.3 The Selection Questionnaire and / or Tender is not submitted on the forms provided or in the format requested.
 - 8.1.4 The Tenderer acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation).
 - 8.1.5 The Tenderer alters or seeks to alter the Tender Documents in any way or misrepresents itself in terms of any previous information provided.

9. PARENT COMPANY DEED OF GUARANTEE OR PERFORMANCE BOND

- 9.1 All Tenderers shall submit with their Tender an undertaking from their surety that, should they be successful, they will submit a Parent Company Deed of Guarantee (if the Tenderer is a subsidiary company) or a Deed of Undertaking to provide a Performance Bond.
- 9.2 Tenderers shall indicate in their Tender whether they undertake to submit a Deed of Parent Company Guarantee or Performance Bond and must **provide details of the name and address of their surety or guarantor** and evidence of the surety's or guarantor's willingness to enter into a Deed of Guarantee in the form provided as part of these Tender Documents.

- 9.3 The Council reserves the right to approve the surety or guarantor providing the Deed of Guarantee. The Council reserves the right to accept a Tender subject to the Tenderer's agreement to submit a Deed of Guarantee and being able to satisfy the Council as to the nature of the guarantee offered.

10. RESPONSE METHOD

- 10.1 The Council does not have a preference for the model used to deliver this Service. However, if more than one organisation is involved in a submission, this shall be stated clearly within the Selection Questionnaire and Tender documentation submitted.
- 10.2 Tenderers are requested to use plain English and avoid using abbreviations or acronyms when submitting their responses.
- 10.3 Tenderers should be explicit and comprehensive in their responses to this Tender as this will be the source of information on which responses will be evaluated.
- 10.4 Tenderers are advised neither to make any assumptions about their past or current supplier relationships with the Council nor to assume that such prior business relationships will be considered in the evaluation process.
- 10.5 Tenders will be evaluated in two stages: Stage 1 will be evaluated on the responses to the Selection Questionnaire, Stage 2 will be evaluated based on **60% price and 40% quality**; and will relate to how a Tenderer will perform the Services as set out in the Service Specification and Tender Documents.
- 10.6 Tenderers shall submit all documentation electronically through ProContract using the Tender Respond Wizard directed in the 'Submitting the Tender Response' section of the [Supplier Guide](#) on the London Tenders Portal.

Tenderers shall ensure that all questions are completed.

- 10.7 Documents submitted through ProContract will be deemed to have been signed electronically within the meaning of the Electronic Communications Act 2000 or any future legislation.
- 10.8 The following Tender Documents shall be completed and signed as indicated and submitted as part of the Tender response through ProContract.
- 10.8.1 **Form of Tender**
 - 10.8.2 **Pricing Schedule including breakdown and Pricing Assumptions**
 - 10.8.3 **Deed of Undertaking for a Parent Company Guarantee or Performance Bond**
 - 10.8.4 **Certificate of Non-collusion & Non-canvassing**
 - 10.8.5 **Financial Standing** – Tenderers shall provide evidence of two (2) years turnover (or alternative proof of financial standing as set out in Section 3.1 of the Selection Questionnaire) and note the comments in paragraph 1.9 of this document regarding turnover requirements.
Tenderers must upload copies of their Audited Accounts within Section 3.12 of the on-line Selection Questionnaire.

10.8.6 **References** – Tenderers are required to send the attached Reference Request form to three (3) organisations (**Not LBB Officers**) for which they currently or have recently provided services of similar nature to this Tender. The completed Reference Form must be sent back **directly** to the Council by the referee. The Council reserves the right to exclude organisations from the Tendering process where referees have:

10.8.6.1 Issued a Default Notice where the default was not remedied within the specified time.

10.8.6.2 Indicated that a contract has been terminated early due to a default; or

10.8.6.3 Rated the Tenderer as ‘poor’ in any aspect of their reference.

10.9 Where indicated, the documents in 10.8 above shall be signed where the Tenderer is:

10.9.1 An individual sole trader, by that individual sole trader.

10.9.2 A partnership, by two (2) duly authorised partners.

10.9.3 A company, by two (2) directors or director and the secretary of the company, such persons being duly authorised for that purpose.

10.9.4 A charity or voluntary organisation, by two (2) duly authorised representatives of that organisation.

10.9.5 Consortium, by two (2) authorised organisation representatives, with the Lead Organisation noted as the first signatory: or,

10.9.6 Where two (2) or more organisations bid as a consortium with the intention that should their joint bid be accepted, they may be requested to incorporate all or part of their undertakings into a newly incorporated entity in order to deliver the goods/services required by the Council. Any newly incorporated entity will be deemed to be bound by the terms of the tender as if it had submitted it in its own name.

10.10 Any documents that require a signature can be submitted in the following manner:

10.10.1 By inserting a scanned signature onto the documents and submitting them through ProContract as part of the Tender response.

10.10.2 By printing off the documents, signing them and then scanning the signed form and adding this as an attachment to the submitted Tender response through ProContract.

10.10.3 Where attachments are included, Tenderers shall title the document with the name of the document followed by your company name: i.e. ***Question 1 Response – Ltd Company.***

11. TENDER STAGES

11.1 The Council is undertaking this procurement opportunity using a two-stage Open procedure in accordance with the Public Contract Regulations 2015.

11.2 Potential Tenderers must complete **both** the Stage 1 Selection Questionnaire and Stage 2 Invitation to Tender Award Criteria questions and submit their responses and required supporting documents via ProContract in accordance with the instructions set out in this Invitation to Tender document.

11.3 Stage 1: Selection Questionnaire:

- 11.3.1 Tenderers must complete all Selection Questionnaire sections / questions, as directed in Part II of this Invitation to Tender.
- 11.3.2 The Stage 1 Selection Questionnaire will test Tenderer's previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion.
- 11.3.3 Tenderers should ensure that they meet the obligations in regard to self-certification, financial standing and references.

11.4 Stage 2: Award Criteria:

- 11.4.1 Following the Council's evaluation of submitted Selection Questionnaires, Providers who have met the requirements of Stage 1, will be evaluated in accordance with the Evaluation Criteria and methodology set out in Part III of this Invitation to Tender document.
- 11.4.2 Stage 2 submissions will be evaluated in accordance with the stated Evaluation Criteria and methodology set out in Part III of this Invitation to Tender document.

11.5 Award of Contract(s):

- 11.5.1 The final phase of the Tender will involve the formal award of Contract to a single Provider or Partnership / Consortium and undertaking the necessary preparation for the Commencement of the Contract.
- 11.5.2 Unsuccessful Tenderers will be notified via ProContract, and the Council will provide feedback on the Tenderers submission in accordance with the Public Contract Regulations. The Council will implement any required Standstill Period prior to Contract Award and Contract signatures.

12. CONFIDENTIALITY

- 12.1 The Tender Documents and supporting information issued by the Council relating to this tender opportunity shall be treated by Tenderers as confidential, for use only in connection with this Tender and resulting Contract.
- 12.2 No information shall be disclosed, in whole or in part, to any third party without the prior written consent of the Council.

13. EVALUATION OF TENDERS

- 13.1 The Selection Questionnaire and Tenders will be evaluated in accordance with the stated criteria set out in Parts II and Part III of this Invitation to Tender.
- 13.2 The Council will form an Evaluation Panel which will be made up of relevant Council Officers, who may make use of professional advisors to inform their scoring should they consider this appropriate. It is likely that the Evaluation Panel will consist of Officers from:
- Culture and Regeneration
 - Finance
 - Crystal Palace Park Trust (as a professional advisor)
- 13.3 The Council will evaluate Tenders based on the Chartered Institute of Public Finance and Accountancy (CIPFA) Evaluation model.
- 13.4 In line with the principles set out in the Public Contracts Regulations 2015, and in particular Paragraphs 56, 67 and 68, the Council may take into account other costs as appropriate to establish the Most Economically Advantageous Tender received.
- 13.5 The overall scores for Price and Quality will be added together to give a total score out of 100. The consensus score of the Evaluation Panel will be the final score accepted.

14. INDICATIVE TIMETABLE

- 14.1 Selection Questionnaires and Tenders shall be submitted in accordance with this Invitation to Tender document and received by the Council through ProContract no later than the date specified in Table A at 14.2 below or any revised date if such is granted under paragraph 0.
- 14.2 The indicative timetable for this tendering process is set out below: Please note, these dates are indicative and maybe subject to change at any time during the tender process.

Table A – Indicative Timetable

Documents made available from	Monday, 13 th February 2023
Closing date for clarification questions	12 Noon, Friday, 17 th March 2023
Closing date for Return of Tenders (Responses to both stages 1 SQ and 2 ITT)	12 Noon, Friday, 24 th March 2023
Evaluation of submitted tenders (commencement)	Wednesday 29 th March 2023
Clarification Interviews (if required)	Week Commencing 3 rd April 2023
Anticipated Award date	Late May 2023
Anticipated Standstill Period	10-day Standstill Period will be from the date the Tender Outcome Letter is issued
Contract Commencement Date	May / June 2023

PART II -SELECTION QUESTIONNAIRE (SQ)

15. STAGE ONE – SELECTION CRITERIA AND INSTRUCTIONS FOR COMPLETING THE STAGE 1 SELECTION QUESTIONNAIRE

- 15.1 Tenderers must complete Parts 1, 2 and 3.1 to 3.11 of the on-line Selection Questionnaire as directed in the [Supplier Guide](#) on the London Tenders Portal.
- 15.2 Tenderers must complete All Parts of the on-line Selection Questionnaire. The relevant responses must be completed on-line and with any supporting documentation must be uploaded to ProContract as attachments using the Tender Response Wizard directed in the [Supplier Guide](#) on the London Tenders Portal. Candidates must ensure that **all** questions are completed.
- 15.3 Tenderers should take note of the 'Supplier Help' text contained within the Procurement Questions document when completing their responses. The 'Supplier Help' is indicative and not an exhaustive list of issues which shall be considered in your response.
- 15.4 Tenderers are required to use plain English and avoid using abbreviations or acronyms when submitting their responses.

16. STAGE ONE – SELF-CERTIFICATION

- 16.1 In response to the Selection Questionnaire, Tenderer's may choose to self-certify information. Where they choose to do so, evidence of any matter relating to a Tenderer's decision to self-certify information (where applicable) will be required to be submitted to the Council with the Tenderer's submission, to ensure the proper conduct of the procedure in accordance with Regulation 59(8) of the Public Contracts Regulations 2015.

Failure to submit information by the Council's stated deadline may result in exclusion of a Tenderer's submission from consideration.

- 16.2 The Council may, as necessary and appropriate, request further evidence prior to contract award or revisit such evidence in line with the Council's due diligence processes at any stage of the procurement process and ensuing contract to the extent provided for in the Public Contracts Regulations 2015.
- 16.3 Information which Tenderer's may wish to self-certify relate to:
- Copies of Certificates of Insurance
 - Equal Opportunities Policies
 - Environmental Management Policies
 - Health & Safety Policies
 - Information Governance Policies
 - Safeguarding policy and Procedures

17. STAGE ONE – FINANCIAL STANDING

- 17.1 Tenderers should provide evidence of two (2) years turnover (or alternative as listed in the Selection Questionnaire and note the comments in Section 1 this Invitation to Tender regarding turnover requirements.
- 17.2 The Council may seek independent financial and market advice to validate information declared or to assist in the evaluation and reserves the right to reject any tender where the organisation is shown to be in a poor financial position.

18. STAGE ONE – REFEREES

- 18.1 Contract award will be subject to satisfactory references.
Please refer to 0 of this ITT document.
- 18.2 The Council reserves the right to assess the contractual past performance of any participating Tenderer at any stage of the procurement process in line with Crown Commercial Services Procurement Policy Note – Taking Account of Suppliers Past Performance (04/15, 25th March 2015).
- 18.3 In addition to 18.2, the Council reserves the right to exclude Tenderers from the tendering process where your organisation has 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.
- 18.4 Referees provided shall be for services performed within the past three (3) years. (VCSEs may include referees and samples of grant funded work).

19. EVALUATION AND SCORING OF THE SELECTION QUESTIONNAIRE

- 19.1 Core questions in the on-line Selection Questionnaire will be evaluated on a Pass / Fail basis as set out in Table B below.
- 19.2 In order to be considered for Stage 2, Tenderers must achieve a 'Pass' in all questions identified as having an evaluation methodology of Pass / Fail.

Table B – Selection Questionnaire Criteria

Part	Section	Pass/Fail or % of score
1	1. Potential Supplier Information	Not scored but must be completed
2	2. Grounds for mandatory exclusion	Pass/Fail
	3. Grounds for discretionary exclusion	Pass/Fail
3	1. Economic and Financial Standing	Pass/Fail
	2. Wider Group Details (Section 5)	Pass/Fail
	3. Technical and Professional Ability	Pass/Fail
	4. Modern Slavery Act 2015	Pass/Fail
	5. Insurance	Pass/Fail
	6. Equality	Pass/Fail
	7. Environmental Management	Pass/Fail
	8. Health & Safety	Pass/Fail
	9. Safeguarding	Pass/Fail
	10. Skills & Apprentices	Pass/Fail
	11. GDPR	Pass/Fail
	2-year recent Accounts	To be assessed

**PART III -STAGE 2:
INVITATION TO TENDER (AWARD CRITERIA)**

20. STAGE TWO – AWARD CRITERIA AND SCORING

- 20.1 Stage 2 will consist of a fresh round of scoring based on Tenderer's responses to service specific questions relating to how the Tenderer proposes to perform and provide the Service as set out in the Service Specification and associated Tender Documents, and also evaluation of the Tenderer's Pricing Schedule.
- 20.2 All Stage 2 questions will require text responses which will be scored in accordance with the weightings shown in Table C below.
- 20.3 There is a maximum word count for each question which are set out in Table C. Any words beyond the word limit will not be assessed by the Evaluation Panel.
- 20.4 Templates for Stage 2 questions can be found on-line. Tenderers will need to download the response template for each Award Criteria question and upload the completed template against the relevant question. Tenderers may supplement their responses by referring to supporting documentation (if applicable); however, any additional attachments must be uploaded against the relevant question alongside the response template.
- 20.5 Tenderers should note the 'Supplier Help' bullet points for each Award Criteria question when completing their Tender. The 'Supplier Help' is indicative and not an exhaustive list of areas to be considered in your response.

21. STAGE 2 – EVALUATION OF QUALITY

- 21.1 The Council will consider the ability of Tenderers to perform the Service as identified in the Service Specification and Appendices in the Tender Submissions. Tenders will be evaluated in accordance with the weightings set out in Table C below:

Table C – Stage 2 Award Criteria

Question	Criteria	Weightings	Word Count
2.1	Skills and Experience	25%	2,000
2.2	Staffing	20%	2,000
2.3	Project Approach Methodology	10%	2,000
2.4	Execution Plan	10%	2,000
2.5	Communication	10%	1,000
2.6	Environmental Impact	10%	1,000
2.7	Grant/Community Projects	10%	1,000
2.8	Social Value	5%	1,000
TOTAL:		100%	

21.2 Any clarification sought by the Evaluation Panel relating to a Tenderers submission will be made through ProContract. Tenderers' responses will be used to inform the score in the evaluation process.

21.3 Applicants must score a **minimum score of five (5)** for each Qualitative Question evaluated.

For the avoidance of doubt, a failure to meet this minimum scoring threshold score will result in a tender submission being rejected by the Council.

21.4 The score for Award Criteria Questions will be calculated as follows:

21.4.1 The Council will score each Tenderer out of ten (10) for their submission in relation to each of the Award Criteria questions, adopting the scoring matrix set out in Table D.

21.4.2 The weightings listed in Table C will then be applied to these scores to give an overall score for Quality.

Table D –Scoring Matrix

	Score	Level	Comment	Summary
FAIL	0	Inadequate	Insufficient information provided or does not meet the Council's requirements	Not acceptable
	1	Extremely Poor	An extremely poor, well below expectation response: there is a lack of content / explanation in addressing each of the requirements; most proposals are unrealistic / unjustified / unsupported or lack significant content / explanation; a very significant proportion of proposals are unacceptable from a risk perspective; a significant degree of failure to demonstrate technical and commercial aspects.	Much less than acceptable, major areas of weakness
	2	Very poor	A very poor, below expectation response: there is a lack of content / explanation in addressing each of the requirements; some proposals are unjustified / unsupported or lack significant content / explanation; a significant proportion of proposals are unacceptable from a risk perspective; a degree of failure to demonstrate technical and commercial aspects.	
	3	Poor	A poor, below expectation response: Not many requirements are addressed; and/or proposals lack significant content / explanation; and/or many proposals are unacceptable from a risk perspective; and/or many proposals lack an acceptable approach to technical and commercial aspects.	Less than acceptable, more weaknesses than strengths
	4	Weak	A weak, below expectation response: Very few requirements are addressed; and/or proposals lack significant content / explanation; and/or some proposals are unacceptable from a risk perspective; and/or some proposals lack an acceptable approach to technical and commercial aspects	
PASS	5	Adequate	An adequate response that barely meets expectation: A few requirements are addressed; proposals have a reasonable level of content / justification and explanation; proposals must be acceptable from a risk perspective; an acceptable approach to technical and commercial aspects.	Acceptable, but with some minor areas of weakness
	6	Quite Good	Quite a good response that meets expectation: Some requirements are addressed; proposals have a reasonable level of content / justification and explanation; proposals must be acceptable from a risk perspective; an acceptable approach to technical and commercial aspects.	
	7	Good	A good, above expectation response: Many requirements are addressed; proposals have a good level of content / justification, explanation and risk perspective; a good / sound approach to technical and commercial aspects.	Highly acceptable, strong with few weaker areas
	8	Very Good	A very good, above expectation response: Most requirements are addressed; proposals have a very good level of content / justification, explanation and risk perspective; a good / sound approach to technical and commercial aspects.	
	9	Excellent	An excellent response: Vast majority of requirements are addressed and most of the bidder's proposals include sound, innovative suggestions; proposals are quite detailed in content / justification and explanation; proposals are highly acceptable from a risk perspective; an outstanding approach to technical and commercial aspects which delivers more than expectations supported by evidence.	Extremely acceptable, many strengths, no weaknesses
	10	Exceptional	An-exceptional response: All requirements are addressed and all of the bidder's proposal include sound, innovative suggestions; proposals are very detailed in content / justification and explanation; proposals are highly acceptable from a risk perspective; an outstanding approach to technical and commercial aspects which delivers more than expectations supported by evidence.	

22. STAGE 2 – EVALUATION OF PRICE

22.1 When completing the evaluation of Price, the Council will:

22.1.1 Calculate all tendered prices received from individual bidders and produces an overall mean price value, i.e. the arithmetic average value bid across all tenders received.

22.1.2 Each bidder is automatically allocated an initial 30 points (i.e. half of total weighting points allocated to price available (i.e. 60).

22.1.3 Individual scores are then allocated for each 1% the bidder's tender value was **above** or **below** the mean price received for all bids, as detailed in Table E below:

22.1.4 Each bidder is automatically allocated an initial 30 points (i.e. half of total weighting points allocated to price available (i.e. 60).

22.1.5 Individual scores are then allocated for each 1% the bidder's tender value was **above** or **below** the mean price received for all bids, as detailed in Table E below:

Table E – Allocation of Price Scoring (Above/Below Mean Bid Value)

Tendered Value Above/Below Mean Price	% Bidder Tender Value Above/Below Mean Price	Point Allocation	Maximum / Minimum Score
Below	For each 1% a tender value <i>falls below</i> the mean price	1.2 points are <i>added</i> to the 30 points allocated	Maximum Possible Score Available = 60
Above	For every 1% a tender value submitted <i>exceeds</i> the mean price	1.2 points are <i>deducted</i> from the 30 points allocated	Minimum Possible Points Available = 0

22.2 In line with the principles set out in the Public Contracts Regulations 2015, and in particular Paragraphs 56, 67 and 68, the Council may take in to account other Costs as appropriate to establish the Most Economically Advantageous Tender received.

22.3 Additionally, the Council may exclude bids assessed to be (a) too low to be credible (subject to necessary assessments, as stated in Legislation (Clause 69) or, (b) any bid received that has been priced *above 25% of the mean price* of all bids received.

Tenderers should note that they may receive a financial score of '0' if their tender price is too expensive in line with Table E.

22.4 Any mathematical errors will be subject to section 7.4 of this Instruction to Tender document.

22.5 The scores for Quality and Price will be added together to give a total score out of 100.

Guidance for Pricing:

- 22.6 When pricing their Tender, Tenderers should consider all parts of the Tender Documents, in particular the Contract Terms, the Service Specification, the Key Performance Indicators and all other schedules or appendices.
- 22.7 Tenderers shall ensure all costs pertaining to their Tender are clearly stated within the Pricing Schedule prior to submitting their tender. Tenderers must include a separate document setting out the assumptions they have made for pricing the contract and what mechanism they have used to justify any increase and attach this alongside the completed Pricing Schedule.
- 22.8 The submitted Pricing Schedule should reflect how the Tenderer's organisation can deliver an effective, value for money model, including evidence of added value offered.
- 22.9 In completing the Pricing Document, Tenderers shall ensure that the rates submitted are inclusive of **all** costs associated with delivering the service, including but not limited to:
- Travel and mileage costs.
 - Management costs within the Service including training, legal and Quality Assurance costs.
 - Pay and National Insurance costs and Pension Contributions.
 - Corporate overheads and any other appropriate costs associated with management and delivery of the Service.
- 22.10 Before submitting their tenders, Tenderers shall have satisfied themselves as to the accuracy of the prices detailed in their tender which shall cover all their obligations to provide the Service under the terms of the Contract Agreement

All prices tendered shall be exclusive of VAT.

- 22.11 At Evaluation Stage, the Council may seek clarification of a Tenderer's financial submission. All communication will be made through ProContract.
- 22.12 The Council reserves the right to undertake detailed financial checks on potential providers and a report from the Council's business / credit analysts may be obtained as part of the Council's financial assessment of risk. The information requested will be used to assess whether an organisation has sufficient financial standing and capacity, and is a sufficiently low risk, to undertake the service.

23. CLARIFICATION INTERVIEWS

- 23.1 Once the Tender submissions have been evaluated, Tenderers may be invited to attend interviews with the Evaluation Panel to discuss their Tender submission only - no additional sub-criterion will be discussed. The interviews will be to clarify issues identified in the Tender submission and where completed will also inform the score in the evaluation.
- 23.2 The Council will undertake the Clarification Interviews either via Teams video conferencing or Face to Face. Tenderers should make the Council aware if they are not able to attend on the dates specified, this should be sent through the messaging Portal on ProContract.

24. AWARD OF CONTRACT

- 24.1 The overall score will be calculated by adding together the weighted scores awarded for each specific criterion of the Quality / Technical element to the financial score to give an overall Tender score. The winning Tender will be that with the highest overall Tender score.
- 24.2 On satisfactory conclusion of the evaluation and due diligence assessment the successful and unsuccessful Tenderers will be notified in accordance with the Public Contracts Regulations 2015. The Council intends to observe a **ten (10) day** Standstill Period and the letters sent to Tenderers will clearly detail when this date and time will end.
- 24.3 On conclusion of the Standstill Period, the Council will write to all Tenderers to confirm its intention to enter into a Contract with the successful Tenderer. The Contract will then be sent out to the successful Tenderer for signature.
- 24.4 The offer made by a Tenderer in its tender submission shall remain valid for acceptance for a period of **six (6)** months from the closing date and may be extended by mutual agreement.
- 24.5 Unsuccessful Tenderers will be provided with evaluation information formatted as required within the appropriate regulatory guidance and may request further feedback on why their Tender was unsuccessful.

25. DOCUMENT CHECKLIST

25.1 Table F below shows the Tender Documentation enclosed with this Invitation, and the documents that you are required to return as the Tender Submission. **Failure to submit these documents and respond to the on-line requirements may result in the Council rejecting your tender:**

Table F – Document Checklist

Document Description	Enclosed	For Return?
1 Invitation to Tender (This Document)	✓	✗
2 Service Specification, and Briefing Pack	✓	✗
3a JCT Consultancy Contract Terms	✓	✗
3b JCT Consultancy Contract Term Amendments	✓	✗
n/a Selection Questionnaire	On-line	On-line
4a-4h Procurement Questions	✓	On-line
5 Pricing Schedule	✓	✓
6 Form of Tender	✓	✓
7a Deed of Undertaking for a Parent Company Guarantee	✓	✓
7b Certificate of Non-Collusion and Non-canvassing	✓	✓
8 Confidentiality Undertaking	✓	✓
9 References	✓	✓
2 Years Audited Accounts (Please refer to Paragraph 10.8.5 and Paragraph 17)	✗	✓