

**TORBAY COUNCIL**

**RFQ Part 1 Information and Specification**

**Contract Reference**

**TAS6121**

**Contract Title**

**Community Green Spaces and Growing Schemes**

# Contents

A	Procurement Information.....	3
B	Procurement Process.....	5
C	Tender Requirements .....	15
D	Glossary .....	21
E	Specification .....	25

**The Tender Documents can be made available in other formats. For further information please submit your request through the SupplyDevon Hub**

## **A Procurement Information**

### **A1 Background Information**

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Torbay Council are seeking to commission a partner organisation to support the delivery of outcomes for two projects being led by Torbay Council:

- Melville area regeneration; and
- Sustainable Food Partnership.

Our approach for these projects is outcomes-focused and community-led. Although the Council is taking a lead role, we recognise that the community has both the expertise and skills to deliver positive outcomes; our role is to support, unblock, and facilitate partnership working.

### **A2 Core Requirements**

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Applicants must be able to demonstrate they will meet the requirements set out in Section E3 Core Requirements for the whole term of this Contract.

### **A3 Contract Period**

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It is anticipated that the Contract will commence on 15 November 2021 or at date to be agreed for a period of 12 months and may be extended for a period of up to 6 further month(s) or until the end of the allocated budget, subject to termination clauses within Terms and Conditions of Contract.

### **A4 Not Used**

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### **A5 Contract Price**

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The maximum contract value for the initial term of the contract is £50,000.

### **A6 Not Used**

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## **A7 Procurement Timetable**

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Torbay Council proposes the following timetable for the award of the Contract(s):

<b>Procurement Stage</b>	<b>Dates</b>
Tender Documents Published	Friday 24 <sup>th</sup> September 2021
Clarification Question Submission Deadline	Thursday 7 <sup>th</sup> October 2021 12:00 noon
Clarification Responses Deadline	Thursday 14 <sup>th</sup> October 2021
Tender Submission Date & Time	Thursday 21 <sup>st</sup> October 2021 12:00 noon
Estimated Contract Start	Monday 15 <sup>th</sup> November 2021

The Council reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

## **A8 Site Visit**

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The Council does not propose to undertake formal site visits. Applicants may visit the sites prior to completing their offer to ensure they are fully familiar with the site locations. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Council.

## **B Procurement Process**

### **B1 Procurement Procedure**

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This Procurement is being undertaken in accordance with the Council's Contract Procedures.

### **B2 Stage 1 Supplier Suitability**

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The Council may take account of any prior knowledge it has of the Applicant, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Applicant's Supplier Suitability Questionnaire (SSQ) submission is false, misleading or inaccurate.

The Council will test Applicants' previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion, using the questionnaire at section B of Part 2 Response Document.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section B4 below.

Applicants will need to satisfy the requirements of Stage 1 in order for their Stage 2 response to be evaluated.

#### **B2.1 Supplier Suitability Criteria**

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in assessing responses within section A. Supplier Suitability Questionnaire of Part 2 Response.:

For Information

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
<b>B. Supplier Suitability Questionnaire</b>		<b>Pass</b>		<b>Pass</b>
<b>The Council may exclude any Applicant who fails part or all of the Supplier Suitability Questionnaire</b>				
<b>B4. Applicant Information</b>	These sections will be assessed on the basis of pass or fail. In order for the response to be considered a pass these sections must be fully completed by the Applicant.		Pass	Pass
<b>B5 Contact Details and Declaration</b>			Pass	Pass
<b>B6. Grounds for Mandatory Exclusion</b>	<p>This will be assessed on the basis of pass or fail. The Council may exclude any Applicant who answers ‘Yes’ in any of the situations set out in this section.</p> <p>The Council 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.</p> <p>The decision to exclude an Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Applicant demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p>		Pass	Pass

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
<p><b>B7 Grounds for Discretionary Exclusion</b></p>	<p>This will be assessed on the basis of pass or fail. The Council may exclude any Applicant who answers 'Yes' in any of the following situations set out in this section.</p> <p>The decision to exclude an Applicant in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by the Applicant demonstrating its reliability despite the existence of a relevant exclusion ground and the Council considering such evidence to be sufficient.</p>		Pass	Pass
<p><b>B8. Financial Standing</b></p>	<p>This will be assessed on the basis of pass or fail. The Applicant must demonstrate that they meet the requirements of this section in its entirety order to pass.</p> <p><b>Assessment of Financial Standing</b></p> <p><b>Question B8.1</b> – As part of its due diligence process the Council will carry out a credit check on all Applicants, using Dun and Bradstreet's Credit Reporter system. The financial check will relate to the D&amp;B Failure Score, which identifies the level of risk of a business failing. The Supplier must yield a Failure Score of 50 or more to demonstrate that they have suitable financial standing.</p> <p>At this stage the information will only be used to ascertain whether further financial information will be required from the Applicant to enable a broad financial appraisal to be undertaken in the event the Applicant is deemed to be the winning Applicant.</p> <p>If the financial check yields a Failure Score of below 50, or the check yields information that may prove to be of concern, regardless of the financial check score, or a check is unable to be performed, financial</p>		Pass	Pass

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>information shall be referred to the Council’s Corporate Finance Department for further investigation, who will determine if the supplier’s financial standing is suitable.</p> <p><b>Question B8.2</b> – where the Applicant has indicated that they will provide the requested documentation i.e. they have answered ‘Yes’, to one or more of the options listed the response will be deemed a pass. Where the Applicant has responded ‘No’ the response will be deemed a fail. To prevent delays to the due diligence process any Applicant may be asked, at any point during the evaluation period, to submit the supporting financial information indicated at section B8.2. Where information is requested it will only be assessed in respect of the successful Applicant(s).</p> <p><b>Question B8.3)</b> – the Applicant is required to indicate whether their annual turnover for the previous 2 financial years is a minimum of twice the Annual Contract Value of £50,000<sup>1</sup>. A ‘Yes’ response will be considered to be a pass and a ‘No’ response a fail.</p> <p><b>Overall Assessment of Section B8</b></p> <p>Where an Applicant has failed any part of section A8 the Council will consider the information provided at A8.4 before determining whether the Applicant has failed this section in its entirety. Where the Applicant has provided sufficient information or assurance at A8.4 they will pass this section. Where an Applicant fails this section they will be deemed to have failed this stage in its entirety, their submission will not be evaluated further and they will be notified</p>			

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<sup>1</sup> The annual contract value is defined as the minimum anticipated spend over the life of the contract divided by the length of the contract, including any extensions.



Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
	<p>accordingly.</p> <p><b>Financial Due Diligence</b></p> <p>Where the requirement for a broad financial appraisal in respect of the successful Applicant is established through the evaluation of the SSQ the Council will undertake an assessment of the circumstances of the Contract and the Applicant to determine financial capacity, health and dependency. This appraisal will be used to inform an assessment of risk. In making this assessment, The Council will appraise a range of financial information applying a broad commercial perspective, including an appraisal of the financial statements submitted by the Applicant and an appraisal of other relevant sources of financial information, including but not limited to Dun and Bradstreet’s Credit Reporter system. The Council will use the outcomes of this appraisal to determine the Applicant’s financial standing and in its opinion the level of risk to the Council and as such whether a guarantor will be required. Where the appraisal indicates to the Council that the Applicant is a clearly unrealistic bidder with inadequate resources and without, in its opinion, adequate financial support guarantees, the Council reserves the right to reject the Applicant’s bid.</p>			
<b>B9. Insurance</b>	<p>This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet all requirements. The successful Applicant will be required to provide evidence of compliance as part of the due diligence process.</p>		Pass	Pass

For Information

Stage 1	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
<b>B10. Requirements under the Modern Slavery Act 2015</b>	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet the requirements, if applicable. The successful Applicant may be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass
<b>B11 Technical and Professional Ability</b>	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they have relevant experience in delivering similar requirements or are able to explain why they are unable to provide a minimum of one example.		Pass	Pass
<b>B12 Project Specific Questions</b>	This section will be assessed on the basis of pass or fail. The Applicant must demonstrate they meet all requirements. The successful Applicant may be required to provide evidence of compliance as part of the due diligence process.		Pass	Pass

## B3 Stage 2 Award

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### B3.1 Award Evaluation

The Council will only evaluate submissions from Applicants who have satisfied the requirements of Stage One Selection and meet any mandatory requirements for Stage Two taking into account Quality. The top scoring Applicant will be considered to have been successful.

The Applicant's response will be evaluated in accordance with the scoring methodology set out in section B4.

**Please Note:** All percentage scores will be calculated to two decimal places.

Where the scoring for two or more Tender submissions is tied, the top scoring Applicant will be the Applicant who has achieved the higher score on Award Question E1.

Applicants are advised to ensure they have read and fully understand the criteria below, which will be used in the evaluation process:

For Information

Stage 2	Evaluation Criteria	Main Criteria	Sub-Criteria	Threshold
<b>C Terms and Conditions of Contract</b>	This criteria will be assessed on the basis of pass or fail. The Council will exclude any Applicant who fails this section.	<b>Pass</b>		<b>Pass</b>
<b>D Mandatory Requirements</b>	These criteria will be assessed on the basis of pass or fail. The Council may exclude any Applicant who fails this section.	<b>Pass</b>		<b>Pass</b>
<b>Quality: Total Score Available</b>		<b>100%</b>		
<b>E Award Questions</b>	This/These criteria will be assessed on the zero to five scoring basis.			
	<i>Question E1 – Community Engagement</i>		25.00%	
	<i>Question E2 – Partnership Working</i>		20.00%	
	<i>Question E3 – Sustainability</i>		20.00%	
	<i>Question E4 – Funding Narrative</i>		25.00%	
	<i>Question E5 – Social Value</i>		10.00%	

## B4 Scoring Methodology

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Responses will be assessed using one, some or all of the following methods:

### B4.1 Pass/Fail

Evaluation criteria assessed on a pass/fail basis are those where meeting the requirement is essential to Applicant’s ability to deliver the Contract. They will usually relate to questions where a Yes or No response can be provided. The ability to meet the requirement will achieve a Pass and the Applicant will achieve a Fail where they are unable to meet the requirement.

Where a Pass/Fail criteria is assessed on a scoring basis, a score of 3 or more, using the zero to five scoring matrix at B4.2 will be required to achieve a pass.

Where an Applicant fails one or more Pass/Fail criteria they will be deselected from participating further in the process and will be notified accordingly.

The criteria will also set out how the Applicant should evidence their ability to meet the requirement, this will be either:

- within their response to the mandatory criteria itself
- within their responses to the Award questions; and/or
- during due diligence prior to contract award or commencement.

If the Applicant does not evidence ability to meet the requirement the response will be considered to be a fail and the Applicant will be deselected from participating further in the process and will be notified accordingly.

### B4.2 Zero to Five Scoring

Evaluation criteria assessed on a scoring basis will be evaluated using the zero to five scoring system in the table below.

<b>Score 5</b>	<b>Excellent</b>	<b>Exceeds the core requirement.</b> Exceptional demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer significant added value and/or innovation, with evidence to support the response.
<b>Score 4</b>	<b>Good</b>	<b>Satisfies the core requirement with minor additional benefits.</b> Above average demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Score 3</b>	<b>Acceptable</b>	<b>Satisfies the core requirement.</b> Adequate demonstration by the Applicant of the relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with sufficient evidence to support the response.

<b>Score 2</b>	<b>Minor Reservations</b>	<b>Minor reservations on the Applicant's ability to satisfy the requirement.</b> Some minor reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
<b>Score 1</b>	<b>Serious Reservations</b>	<b>Major reservations on the Applicant's ability to satisfy the core requirement.</b> Considerable reservations of the Applicant's relevant ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.
<b>Score 0</b>	<b>Unacceptable</b>	<b>Does not meet the core requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the Applicant has the ability, understanding, experience, skills, resource & quality measures required to deliver the Contract, with little or no evidence to support the response.

The scoring system is based on the Applicant's ability to fully satisfy the core requirements of the Specification and provide sufficient evidence to support their response.

**Please Note:** Where an Applicant's response does not demonstrate the ability to deliver all of the core requirements the maximum score achievable will be two, regardless of whether the Applicant demonstrates an ability to meet or exceeds some of the core requirements.

**Scoring Example:**

<b>Sub Criteria % = 15.00%</b>			
<b>Applicant</b>	<b>Assessment</b>	<b>Score Awarded</b>	<b>% Score</b>
Applicant A	Exceeds the core requirement, with an exceptional demonstration of relevant ability, understanding, experience, skills, resource and quality measures required to deliver the Contract, with evidence of significant added value/innovation	5	15.00%
Applicant B	Fully meets the core requirements, provides sufficient evidence to demonstrate their ability to deliver the contract and offers some potential added value.	4	12.00%
Applicant C	Meets the core requirements, provides adequate evidence to demonstrate their ability to meet those requirements.	3	9.00%
Applicant D	Provides adequate evidence to demonstrate their ability to meet some, but not all, of the core requirements and offers some added value and innovation in relation to aspects of their offer.	2	6.00%

For Information

Applicant E	Applicant states they can fully meet the core requirements, but does not provide sufficient evidence to demonstrate this.	2	6.00%
Applicant F	Applicant does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet the majority of the core requirements.	1	3.00%
Applicant G	Applicant does not provide sufficient assurance that they have the relevant ability, understanding, experience, skills, resource & quality measures required to meet any of the core requirements.	0	0.00%

#### **a) The Core Requirements**

Applicants are required to demonstrate their ability to meet the core requirements identified within section E3 Specification. Additional requirements and added value will only be considered where the Applicant has fully met the criteria to be awarded a minimum score of three.

#### **B4.3 Not Used**

#### **B4.4 Character, Word and Page Limits**

Character, word or page limits relate to the maximum number of characters, words or pages Applicants can submit.

Where an Applicant's response exceeds any limit set, those elements of the response which fall outside of that limit will not be evaluated.

## C Tender Requirements

### C1 Communication

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All communication between the Council and Applicants will take place through the SupplyDevon hub. Applicants must not make direct contact with Council officers, during the procurement process regarding this tender.

**Please Note:** Applicants are responsible, at all times during the Tender process, for checking whether any messages or amendments have been issued through SupplyDevon.

### C2 Tender Clarification

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**Please Note:** The Council will only accept clarification questions, including queries or suggestions on the Terms and Conditions, during the clarification period stated in the Procurement Timetable, unless the question is directly related to a clarification response issued by the Council on or after the deadline for submission of questions.

The Council will not negotiate on any of the substantive terms of the tender documents or requirements set out within those documents.

Responses to clarification questions will be provided to all Applicants except where the question is innovation based, in which case the response will only be provided to the Applicant who raised the question.

The Council will endeavour to respond to clarification questions within 5 working days of the date the question is submitted, or the next working day if the question is submitted on a non-working day.

The identity of Applicants raising questions will remain confidential.

Applicants are responsible for ensuring they read and understand the responses to questions that have been raised.

### C3 Amendment to Documents

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Applicants are responsible for ensuring they have read all communications relating to the amendment of tender documents and will be considered to have taken any amendments into account when preparing their submission.

### C4 Post Tender Clarification

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Post tender clarification will be for the purposes of clarifying the content of an Applicant's submission where this would not be discriminatory to other Applicants. Questions may be

For Information

issued to one, some or all Applicants as appropriate.

**Please Note:**

- Where post tender clarification results in modification to an Applicant's Tender the Council reserves the right to reject the Tender.
- Where post tender clarification results in substantial modification to the requirements, the process undertaken or the Contract, the Council reserves the right to restart or abandon the Tender process.
- Failure to respond to post tender clarification questions within the specified timescale may result in the Applicant's Tender being rejected.

## **C5 Preparation and Completion of Tenders**

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Applicants are responsible for ensuring they fully understand the requirements and have all the information they need to enable them to submit a response, within the time required. The Council will not accept any claims related to an Applicant's failure to read and understand the documents.

**Please Note:** The Council is committed to meeting its transparency commitment and may be obliged to disclose information relating to this tender or an individual Applicant's response. Any information disclosed by the Council will be in accordance with what is currently disclosable under Freedom of Information legislation. Applicants must ensure they understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information and are requested to clearly identify anything contained within their submission which they consider to be commercially sensitive either during the tender process or after conclusion of the Contract.

Applicants are advised to note the following when completing their response:

- (a) all responses must be in English or GBP £ sterling;
- (b) responses must be submitted using RFQ Part 2 Response;
- (c) the format and layout of the response documents must not be altered;
- (d) each question should be answered in full and should not refer evaluators to other responses within RFQ Part 2 Response;
- (e) where a question does not apply to an Applicant they should clearly state N/A in the response section;
- (f) evaluators cannot take into account any prior knowledge they have of your organisation or its capabilities, they will assess your Tender purely on the basis of the information you provide within it;
- (g) where a word or page limit has been set any part of the response which exceeds that limit will not be evaluated;
- (h) supporting documents / appendices will only be evaluated where these have been permitted and must be clearly referenced within your response;
- (i) individual evaluators may not evaluate every question and the evaluation panel may include partner organisations or people who use Council services;
- (j) all documents must be completed in full, in accordance with any specific instructions set out within the documents and signed where required.



For Information

**Please Note:** Applicants are expected to read, understand and confirm their acceptance of the Terms and Conditions before submitting their Tender.

Applicants are responsible for meeting any costs, expenses or liabilities incurred in connection with this process, including if it is terminated or amended. The Council will not be responsible, nor will they pay for any expense or loss which may be incurred by Applicants in the preparation of their Tenders, or any other aspect of the Tender process.

## C6 Submission and Opening of Tenders

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Applicants should submit their response electronically through [SupplyDevon.org](https://SupplyDevon.org).

**Please Note:** Failure to complete or submit RFQ Part 2 Response in accordance with the Council's requirements may result in the Tender being rejected.

Applicants are responsible for ensuring:

- (a) they have submitted all of the required documents in the correct format;
- (b) their response is submitted by the deadline. **Please Note:** any submissions classified by SupplyDevon as late will be rejected.

If the Council is made aware of any technical issues with SupplyDevon, which may prevent Applicants from meeting the submission deadline, the deadline may be extended. However, Applicants are strongly advised to submit their Tender response in good time.

An Applicant's submitted Tender will constitute an irrevocable offer to provide the required goods, services or works.

All Tenders will remain electronically sealed until the Submission deadline, when they will be unsealed by a member of the Procurement Team.

### Technical Support

If you experience any problems with SupplyDevon, please contact them direct using the details below:

Head over to the website [SupplyDevon.org](https://SupplyDevon.org) to use the live chat facility

Phone: 0345 600 7177

Email: [info@supplydevon.org](mailto:info@supplydevon.org)

## C7 Rejection of Tenders

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The Council will only reject Tenders where rejection is without prejudice to any other civil remedies available to the Council or any criminal liability which the Applicant's conduct may attract.

The Council will reject any Tender where:

- (a) submission was made after the date and time specified in the Procurement Timetable at A7;
  - (b) submission was not made through SupplyDevon;
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For Information

- (c) the Applicant's price exceeds the Council's declared budget, if applicable;
- (d) the Applicant has not accepted the Council's Terms and Conditions. **Please Note:** Torbay Council will seek clarification from the Applicant prior to rejecting the Tender;
- (e) the Applicant 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); or
- (f) the Council has become aware at any point that the Applicant has been afforded a competitive advantage or has a conflict of interest that cannot be rectified.

Torbay Council may at its absolute discretion reject any Tender where:

- (a) it is considered by Torbay Council to be incomplete or vague, i.e. where the Applicant has not:
  - submitted all required documents, including supporting information requested; or
  - fully completed all the documents required; or
  - responded to all the questions; or
- (b) it has not been submitted in the required format(s);
- (c) the Applicant has altered the documents in any way;
- (d) any of the information provided by an Applicant is found to be inaccurate or misleading;
- (e) the Applicant contradicts itself in terms of any information provided;
- (f) the Applicant has not responded to post tender clarification questions within the specified timescale;
- (g) the Applicant has qualified the Tender in any way; or
- (h) the Tender is in breach of any condition contained within it.

## C8 Evaluation and Award

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The Council will complete a full evaluation, in accordance with the stated evaluation criteria, of accepted Tenders which meet all the mandatory requirements as set out within the documents.

**Please Note:** Not all evaluators may assess every question, but all Tenders will be evaluated in the same manner and by the same evaluators.

The Council is not bound to make any award of Contract. If the Contract is awarded it will be based on the most economically advantageous tender, which may not be the lowest price offered.

On completion of the evaluation process approval to award the Tender will be sought in accordance with the Council's approval procedure.

All Applicants will be notified through SupplyDevon of the Tender outcome, whether this is to award or not to award the Contract.

**Please Note:** Applicants will be advised through SupplyDevon of any changes to the

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For Information

decision date.

## C9 Legal and Contracting Arrangements

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Information supplied by the Council as part of the tender process is supplied in good faith and Applicants must satisfy themselves as to the accuracy of such information. The Council accepts no responsibility for any loss or damage arising from the use by Applicants of such information. All information issued to Applicants must be treated as confidential.

Applicants must ensure that they are fully familiar with the nature and extent of the obligations that they will take on if their Tender is accepted.

The information provided by Applicants will be relied upon to be true and accurate and will form part of the Contract with the successful Applicant. **Please Note:** If any of the information provided by an Applicant is found to be inaccurate the Applicant may be excluded from further participation in this or any future Tender issued by Torbay Council and could lead to termination of any resultant Contract.

In submitting a response Applicants will be confirming to Torbay Council that:

- (a) they have satisfied themselves of the accuracy and viability of all prices or rates they have quoted;
- (b) all prices or rates quoted will (unless otherwise provided for in the Contract) cover all of the Applicant's obligations under the Contract;
- (c) they have obtained all of the necessary information in relation to risks, contingencies or any other circumstances which reasonably influence or affect their bid;
- (d) their Tender is accurate and sufficient.

Torbay Council may, at its sole discretion, terminate the tendering procedure at any time. If such action is taken, Applicants will be notified through SupplyDevon.

Torbay Council reserves the right to restart or abandon the Tender process where the lowest price submitted exceeds its estimate or available budget.

The Applicant's offer shall remain open for acceptance for a period of 6 months from the closing date and may be extended by mutual agreement.

**Please Note:** if the successful Applicant does not accept the Terms and Conditions as drafted Torbay Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

Any acceptance of the Tender by the Council will be communicated in writing to the Applicant and upon that acceptance the Contract shall become binding on all parties.

As part of the pre-award due diligence process and / or prior to issuing the Contract the successful Applicant may be required to provide evidence, including but not limited to, the accuracy of their self-assessment within section B Supplier Suitability Questionnaire and section D Mandatory requirements of RFQ Part 2 Response. **Please Note:** If the successful Applicant is unable to provide this evidence the Council reserves the right to withdraw the Contract award and class the submission as non-compliant.

For Information

The successful Applicant will not be allowed to commence performing the Contract prior to the formal Contract documents being signed by both parties, unless written agreement to do so has been given by the Council's Legal Service.

# D Glossary

## D1 Tender Documents

The following documents, together with the Appendices and Links at D2 below, form the tender documents:

Document	Purpose	For Completion and Submission
Part 1 Information and Specification	Contains: <ul style="list-style-type: none"> <li>information on the procurement process and how it will be conducted; and</li> <li>the Council’s requirements in relation to the goods, services or works being procured.</li> </ul>	No
Part 2 Response Document	Contains: <ul style="list-style-type: none"> <li>the Certificates and Declarations to which all Applicants must conform;</li> <li>the SSQ;</li> <li>terms and conditions of contract;</li> <li>mandatory requirements; and</li> <li>award questions.</li> </ul>	Yes
Terms and Conditions of Contract	Contains the terms and conditions under which the resultant Contract will operate.	No Applicants are required to confirm acceptance as part of their response

## D2 Appendices and Links

- Appendix A Torbay Council Health and Safety Policy Statement
- List of Mandatory and Discretionary Exclusions:
- [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)
- EU Definition of an SME:
- <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>
- PSC Guidance:

For Information

- <https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships>

## D3 Definitions

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Term	Definition
<b>Council</b>	Torbay Council, being the Contracting Authority or anyone acting on behalf of Torbay Council, that is seeking to invite suitable applicants to participate in this procurement process
<b>Applicant</b>	An organisation that may respond to this Tender.
<b>Authority Authorised Representative</b>	The Officer leading the Tender process on behalf of Torbay Council who may be responsible for managing the resultant Contract.
<b>Award</b>	The process by which Torbay Council will determine the successful bidder in accordance with <i>Regulation 67 Contract award criteria</i> of the Public Contracts Regulations 2015.
<b>Award Questions</b>	The written response submitted by the Applicant to evidence their ability to meet Torbay Council's requirements, which will form part of the evaluation process upon which award of the Contract will be based.
<b>Confidential Information</b>	Any information or documents which Torbay Council considers to be confidential in nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement.
<b>Contract Procedures</b>	The procedures put in place by Authority on how contracts with external suppliers must be put into place.
<b>Contract Term</b>	The length of the Contract including extensions, if available.
<b>Contracting Authority</b>	Torbay Council and any other Authority on whose behalf Torbay Council may be working.
<b>Contractor, Provider or Supplier</b>	The Applicant awarded the Contract culminating from an offer to supply accepted by Torbay Council.
<b>Documents</b>	All of the tender documents in relation to this Tender.

<b>Term</b>	<b>Definition</b>
<b>Eligible Users</b>	Any organisation given access to the Contract resulting from this Tender.
<b>Lot</b>	One of a number of categories of goods or services into which a single procurement process has been divided. The use of lots potentially allows for multiple providers to be appointed following a single procurement process.
<b>Official Purchase Order</b>	Torbay Council's Official Purchase Order, to which these conditions apply.
<b>Price Review Mechanism</b>	The mechanism that will be used during the life of the Contract to review and vary the price.
<b>Procurement Representative</b>	The Procurement Officer who is leading the procurement process on behalf of Torbay Council.
<b>Relevant Tax Authority</b>	The organisation responsible for administering tax policy in the country in which the Applicant's organisation is established.
<b>SupplyDevon</b>	The supply hub through which Torbay Council has advertised this opportunity.
<b>Tender</b>	The invitation to bid for this Contract; and / or The Applicant's response to this tender opportunity.



## **E Specification**

### **E1 Overall Scope and Nature of the Requirement**

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Torbay Council are seeking to commission a partner organisation to support the delivery of outcomes for two projects being led by Torbay Council:

- Melville area regeneration; and
- Sustainable Food Partnership.

Our approach for these projects is outcomes-focused and community-led. Although the Council is taking a lead role, we recognise that the community has both the expertise and skills to deliver positive outcomes; our role is to support, unblock, and facilitate partnership working.

### **E2 Mandatory Pass / Fail Requirements**

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This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

Evidence requirements are as set out in the RFQ Part 2 Response document under section D, Stage 2: Mandatory Requirements.

#### **E2.1 Not Used**

#### **E2.2 Safer Recruitment**

2.2.1 To ensure the Service creates a safer recruitment culture for clients and staff, the following are mandatory requirements:

- a) At least one member of each interview panel must have undertaken safer recruitment training;
- b) The Provider must have effective procedures in place, that are regularly updated and communicated to staff;
- c) The Provider must set a code for acceptable standards of behaviour for all staff and ensure this is effectively communicated to staff;
- d) The Provider must take seriously all concerns that are raised;
- e) The Provider must, on an ongoing basis, increase awareness and commitment to safeguarding across its organisation.

For Information

### **E2.3 Not Used**

### **E2.4 Not Used**

### **E2.5 Health and Safety**

- 2.5.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.
- 2.5.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:
- a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety Department and their own Employer to enable them to comply with their legal duties;
  - b) Comply with ALL requirements of the Council's Health and Safety Policies and other rules and procedures in place;
  - c) Not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
  - d) Actively promote a positive health and safety culture;
  - e) Only undertake work for which they have been trained and are qualified and competent to undertake;
  - f) Where applicable, ensure that risk assessments and method statements relating to their work are presented to the council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.
- 2.5.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

### **E2.6 Invoicing**

- 2.6.1 The Council will make payments to the Provider monthly in arrears.
- 2.6.2 The Provider must invoice the Council monthly in arrears for work undertaken.
- 2.6.3 The Provider must make all invoices payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.
- 2.6.4 Invoices must be submitted by e-mail to: [invoices@torbay.gov.uk](mailto:invoices@torbay.gov.uk).
- 2.6.5 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment;

For Information

- 2.6.6 All invoices must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- 2.6.7 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- 2.6.8 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- 2.6.9 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).
- 2.6.10 Where IR35 regulations may apply to an Individual, Sole Trader or Personal Services Company, Torbay Council will conduct an employment status check to find out if the Provider should be classed as employed or self-employed for tax purposes (CEST). The Provider will agree to abide by the outcome of the employment status check, which may affect the way in which the Provider is paid and could include the possible deduction of Tax and National Insurance.

**E2.7 Not Used**

**E2.8 Not Used**

**E2.9 Use of Council Branding**

- 2.9.1 Torbay Council owns its identity, branding devices and logos, these are protected by law.
- 2.9.2 The Provider must agree only to use the Council's visual identity in accordance with the terms set out in the Contract.
- 2.9.3 The Provider will be issued a licence number to use the Council's visual identity and use must be only in relation to this Contract, further usage will be subject to separate request and approval.
- 2.9.4 Permission to use the Council's visual identity does not prevent the Council from revoking that permission at a later point. Any revocation is at the sole and complete discretion of the Council.
- 2.9.5 The Council's identity is provided 'as is' and must not be altered in any way.

**E2.10 Not Used**

## **E3 Core Requirements**

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This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting

### **E3.1 Melville Area Regeneration:**

- 3.1.1 The Melville area in Torquay refers to Warren Road, Warren Hill, St Luke's Road, Melville Hill, Melville Street, Melville Lane, Rock Road, and Coburg Place.
- 3.1.2 This is a multi-sector project which aims to work together with the residents of the Melville area of Torquay, to improve their environment, quality of life, and general wellbeing; through a range of initiatives being supported by various partners.
- 3.1.3 In the Melville area, there are already some existing green spaces at "The Point" on Warren Road and "The Triangle" on Melville Hill. There are also other spaces which may offer potential to become green spaces.
- 3.1.4 The successful Supplier must:
  - a) Engage with residents of the Melville area and other partner organisations, developing relationships and trust;
  - b) Enable Melville area residents to identify what is most important to them in respect of their green spaces;
  - c) Enable Melville area residents take action to sustainably develop their green spaces (existing or new) in ways which will support people's wellbeing and provide opportunities for greater community connectedness;
  - d) Encourage the community to engage with their green spaces in a positive way; and
  - e) Play an active role in the Melville Project group, with regular participation at meetings.

### **E3.2 Sustainable Food Partnership**

- 3.2.1 The Sustainable Food Partnership is a multi-sector partnership and programme, which has a number of workstreams within it. Included in these, and relevant to this requirement, are:
  - a) Improving access to healthy food;
  - b) Connecting communities around food; and
  - c) Improving environmental sustainability.
- 3.2.2 The successful Supplier must support delivery of the partnership's aims by:
  - a) Developing sustainable projects with local communities and organisations at grass roots level. This may include enabling the community to create

new and innovative projects, or supporting existing ones to increase the benefit they offer to people and planet;

- b) Engaging with local communities to increase their understanding and engagement with food sustainability issues; including growing own food sustainably;
- c) Focus efforts in particular on areas of high deprivation and food poverty, or food-related ill-health; and
- d) Play an active role in the Sustainable Food Partnership Steering Group, with regular attendance at meetings.

## **E4 Additional Requirements**

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### **E4.1 Further Services Offered**

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

### **E4.2 Social Value**

- 4.2.1 The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).
- 4.2.2 We are seeking submissions that support our local priorities. Torbay Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.
- 4.2.3 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:  
<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>
- 4.2.4 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.
- 4.2.5 Applicants should take into account the following key areas of importance for this project, when formulating their response:
  - a) Objective: Reduce Levels of Deprivation
    - Donations or in kind contributions to local community projects (£ and materials)

- Volunteering time dedicated to support local community projects
- b) Objective: Reduce reliance on addictive substances
  - Initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs etc.) or wellbeing initiatives in the community, including physical activities for adults and children
- c) Objective: Promote good mental and physical health, reducing the occurrence of preventable illnesses
  - Initiatives to be taken to support older, disabled and vulnerable people to build stronger community networks (e.g. befriending schemes, digital inclusion clubs)
- d) Objective: Build community wealth
  - More equipment or resources donated to VCSEs (£ equivalent value)
- e) Objective: Close the educational attainment gap and broaden the skills base within the workforce
  - Innovative measures to promote local skills and employment
- f) Objective: Reduce Torbay's carbon footprint
  - Innovative measures to safeguard the environment and respond to the climate emergency.
- g) Objective: Encourage a sustainably developed built environment
  - Donations or investments attributable to the contract geared towards environmental and biodiversity conservation and towards sustainable management projects for both marine and terrestrial ecosystems
- h) Objective: Promote community resilience
  - Innovative measures to enable healthier, safer and more resilient communities

## **E5 Key Performance Indicators**

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### **E5.1 Melville Area Regeneration**

The successful Supplier will:

- a) Evidence that Melville area residents have been engaged with around their green spaces;
  - b) Develop a plan with Melville area residents around their green spaces; and
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For Information

- c) Evidence that residents have been enabled/supported to take positive action on developing their green spaces.

## **E5.2 Sustainable Food Partnership**

The successful Supplier will:

- a) Evidence that agreed areas in the local community have been engaged with around their green spaces and food sustainability; and
- b) Evidence development of existing or new community-led initiatives which will support the delivery of the Sustainable Food Partnership's aims as detailed in 3.2.2

## **E6 Permitted Changes to the Contract**

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Changes to the Contract are permitted where:

- (a) the change does not result in the total value of the Contract exceeding the spend threshold for the tender process undertaken; and
- (b) the value of the change does not exceed 50% of the total contract; and
- (c) the change does not alter the scope or nature of the contract; and
- (d) the duration of the Contract is not extended beyond the tendered term.

The cost of any proposed changes will:

- (a) be assessed on a case-by-case basis; and
- (b) be proportionate to the changes being made; and
- (c) be calculated in accordance with the Council's budget and/or any additional funding for the Contract; and
- (d) offer best value to the Council; and
- (e) take into consideration the pricing proposals set out in the successful Applicant's tender submission.