

Instructions for Tender

10th February 2026

INVITATION TO TENDER

UPN-00111 - For the delivery of Made Smarter South West Adoption Programme

1. I have pleasure in enclosing the Invitation to Tender documents in order that you may submit a Tender for the above contract in accordance with the attached documentation.
2. This contract is being procured under the Procurement Act 2023 ***Open competition using the West of England Mayoral Combined Authority ("MCA") standard T&Cs.***
3. The requirement is for a single lead delivery partner (or consortium with a lead provider) to deliver the Made Smarter South West Adoption Programme which includes; diagnostic checks, 1:1 Digital Acceleration Sessions, Senior Leaders training courses, Digital Champions training courses, additional intensive support and student internships, across the South West region.
4. The anticipated date for the contract award decision is **1st April 2026** please note that this is an indicative date and may change.
5. Please note that the Authority will only be bound to consider your Tender if you comply with all requirements of the Tender documentation and complete and return all necessary documents. In particular:
 - a. Your Tender must be submitted to the Authority through ***Atamis by 12:00 noon 10th March 2026*** and
 - b. Your Tender must be accompanied by all the documents listed in the Requirements Checklist.
6. You are required to keep all information pertaining to this procurement confidential and to limit the dissemination of information within your organisation on a need-to-know basis.
7. You are required to inform the named Procurement Lead if you decide not to submit a Tender.

Yours faithfully

Kate Chapman

On behalf of THE WEST OF ENGLAND MAYORAL AUTHORITY

Invitation to Tender

Instructions for Tenderers

For the supply of Made Smarter South West Adoption Programme

Commercial UPN: 00111

Issue date: 10th February 2026

Contract term: 1 year plus 1 + 1 Year Extension

Procurement Procedure: Open Procedure

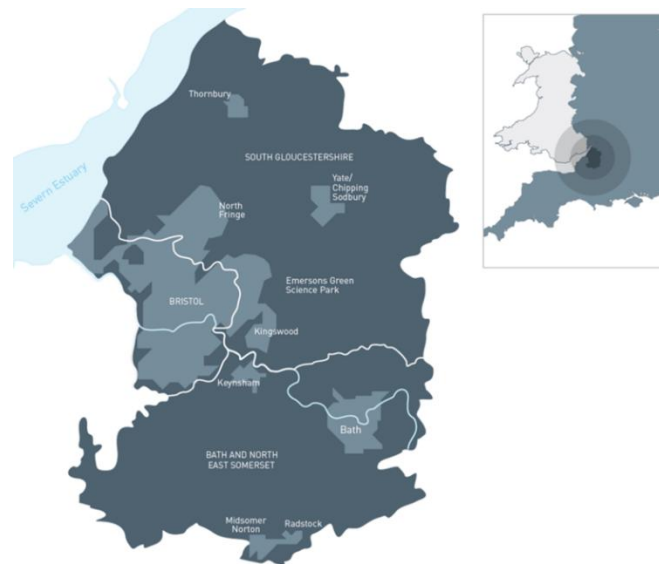
Tender submission deadline: 12:00 noon, 10th March 2026

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1. Introduction to The West of England Mayoral Combined Authority

- 1.1. The West of England Mayoral Combined Authority (“**Authority**”) is creating a better, greener future for people who live and work in the region.
- 1.2. It’s improving peoples’ lives:
 - helping residents secure decent jobs and homes they can afford.
 - tackling climate change and the ecological emergency.
 - providing access to skills and training.
 - improving transport and the places people live, work and visit.
 - supporting businesses to succeed.
- 1.3. The West of England Mayoral Combined Authority is creating a region to be proud of.
- 1.4. The West of England region:
 - has a diverse population of more than 1.1million people.
 - boasts a highly skilled workforce and one of the highest levels of graduates in the UK.
 - is home to innovative and creative businesses.
 - has an economy, built on strong foundations, worth over £40bn a year.
- 1.5. It’s a region which competes on global scale. A region where ideas flourish and businesses grow.



www.westofengland-ca.gov.uk

2. Introduction

- 2.1. The Authority invites Tenders for the delivery of Made Smarter South West Adoption Programme. For full details of the scope of the tender and the requirements which the successful Tenderer will be required to fulfil please refer to Appendix A – Specification.
- 2.2. This Procurement is being conducted in accordance with the Procurement Act 2023 using the **Open Procedure using MCA standard T&Cs**. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
- 2.3. This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement. Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.
- 2.4. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
- 2.5. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
- 2.6. This Invitation To Tender (“ITT”) provides all the information required at this stage. However, Tenderers are free to ask questions or seek clarification as necessary to enable them to provide the best possible Tender. Any such questions or clarifications must be submitted via the e-Procurement portal. Details are set out in Section 11 below.
- 2.7. Tenders must be submitted no later than 12:00 noon, **9th March 2026** Tenders will only be accepted if submitted electronically on the Authority’s chosen e-Procurement Portal procurement portal www.supplyingthesouthwest.org.uk. Tenders will not be accepted by email.
- 2.8. Tenders will be evaluated in accordance with the scoring methodology set out in Section 14 **Error! Reference source not found.** The Tenderer that submits the most advantageous tender will be awarded the contract, subject to that Tenderer meeting the requirements of the Selection Questionnaire.

3. ITT Documentation

- 3.1. The Invitation to Tender documents comprises the following documentation:
 - a. Invitation to Tender (ITT)
 - b. ITT Appendix A – Specification of Requirements
 - c. ITT Appendix B – Pricing Schedule
 - d. ITT Appendix C – Supplier Selection Questionnaire
 - e. ITT Appendix D – Technical Questionnaire
 - f. ITT Appendix E – Social Value Questionnaire
 - g. ITT Appendix F – Draft MCA Contract Terms and Conditions
 - h. ITT Appendix G –Non-collusion certificate

- i. ITT Appendix H – Requirement checklist
- j. ITT Appendix I – Form of Tender
- k. ITT Appendix J - Commercially Sensitive Information
- l. ITT Appendix K – Certificate as to Canvassing
- m. ITT Appendix L – Terms and Conditions Acceptance Form

3.2. A list of the documents which must be submitted by the Tenderer can be found in Paragraph 5.2 in this document - Requirements Checklist.

4. Procurement timescales

4.1. The key activities and target dates for the procurement process are stated in [Table 1- Procurement timescales](#) below. This is intended as a guide and whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

Table 1 - Procurement Timescales

Activity	Date
Issue Contract Notice and publish procurement documents	10 th February 2026
Clarification period ends	19 th February 2026
Authority Clarification responses due	20 th February 2026
Tender submission deadline	12:00 noon, 10 th March 2026
Evaluate bids	11 th March 2026
Moderation	12 th March 2026
Announce preferred bidder	16 th March 2026
Contract award (after 8 working -day standstill period)	27 th March
Contract Start Date	1 April 2026

5. Compliant Tender

5.1. Tenders must be submitted in accordance with the instructions set out in the ITT. Tenderers should read the instructions and guidance carefully before completing the Tender documentation. Any Tenders not complying with the requirements of the Tender documentation in any way may be rejected by the Authority, whose decision in the matter shall be final. Non-compliant Tenders may include, but will not be limited to, late responses, qualified bids, or bids that do not follow the requested format.

5.2. To provide a compliant Tender response, Tenderers must submit the following completed documents:

- a. ITT Appendix B – Pricing Schedule
- b. ITT Appendix C – Supplier Selection Questionnaire (SSQ) responses
- c. ITT Appendix D – Technical Questionnaire
- d. ITT Appendix E – Social Value Questionnaire
- e. ITT Appendix F – MCA Standard Contract Terms and Conditions
- f. ITT Appendix G –Non-collusion certificate
- g. ITT Appendix H – Requirements checklist
- h. ITT Appendix I – Form of Tender

- i. ITT Appendix J – Commercially sensitive information
- j. ITT Appendix K – Certificate as to Canvassing
- k. ITT Appendix L – Terms and Conditions Acceptance Form

The Requirements Checklist must be completed by Tenderers and returned with the documents listed above.

- 5.3. Tenderers should note that the Authority will regard the lodging of a false Non-Collusion as grounds justifying immediate rejection of the Tender without further reference to the relevant Tenderer or for immediate termination of the contract if it has already been entered into.
- 5.4. The Tender documents must not be amended by the Tenderer and no altered or erased figures should appear in the financial information.
- 5.5. **Contract Award** - Should this procurement process conclude with a contract award the following stages shall apply:
 - 5.5.1. The Authority will announce the outcome of the procurement and issue Tenderers with an intention to award letter – these letters will, for unsuccessful Tenderers, give their score, the score of the ‘preferred Tenderer’ and state the distinct characteristics and relative advantages (where applicable) of the preferred Tenderer’s submission.
 - 5.5.2. Issue of the intention to award letters will start an 8-working day standstill period which will conclude at midnight on Day 8. This period is mandatory under the Procurement Act 2023. Tenderers should familiarise themselves with the purpose of this period.
 - 5.5.3. At any time after conclusion of the mandatory standstill period the contract may be awarded by the Authority to the preferred Tenderer.
- 5.6. Tenderers may modify their submissions prior to the deadline for receipt. Tenderers may withdraw their submission at any time prior to accepting notification of award.
- 5.7. No part of a Tenderer’s Tender should be:
 - 5.7.1. qualified;
 - 5.7.2. conditional; or
 - 5.7.3. accompanied by statements which could be construed as rendering the Tender equivocal and/or placed on a different footing to those of other Tenderers.
- 5.8. The Authority’s decision on whether or not a Tender meets this requirement will be final and the Tenderer concerned will not be consulted. If a Tender is excluded from further consideration the Tenderer concerned will be notified.
- 5.9. If the Authority suspects that there has been a technical or arithmetical error in a Tenderer’s submission, it reserves the right to seek such clarification as it considers necessary from that Tenderer only.

6. Variant Tender

- 6.1 A variant tender is a tender that is different from that which has been specifically requested by the Authority in this ITT. For example, a tender that contains different pricing proposals or purports to deliver the services in a different way to that set out in Authority's requirements.
- 6.2 Tenderers are not permitted to submit variant tenders; the Authority will reject any variant tenders.

7. Form of Contract

- 7.1. The form of contract that the Authority proposes to enter into with the preferred Tenderer can be found in ITT Appendix F.
- 7.2. By submitting its Tender, each Tenderer is committing to enter into the form of contract set out in ITT Appendix F - MCA Contract Terms and Conditions, as may be updated by the Authority prior to the bid submission date.
- 7.3. After selection of the winning Tenderer, the Authority will only make such changes to the draft contract (in conjunction with the preferred Tenderer) as are necessary to complete any gaps and ensure the draft is ready for execution by the parties, such as factual issues (name, address etc), administrative issues or to correct an obvious error, to ensure consistency within the terms or to comply with the law.
- 7.4. The Authority's standard terms and conditions are non-negotiable. Tenderers are required to accept the Contract in the form issued as part of this ITT.
- 7.5. Any proposed deviation from the Authority's standard terms and conditions will only be considered in exceptional circumstances and is subject to legal review and approval by the Authority. The Authority reserves the right to reject any Tender that seeks to vary or qualify the Contract terms without such approval.

8. Tenderer's Responsibility

- 8.1. It is the responsibility of each Tenderer to satisfy itself as to the nature, extent, and circumstances of the services to be provided and satisfy itself as to its ability to fulfil the Authority's requirements.
- 8.2. By their own examination of the ITT documentation, Tenderers will be taken to have satisfied themselves as to the full requirements of the specification and contract terms.

9. Completeness and Compliance checks (Not Scored)

- 9.1 Responses will be formally logged upon receipt and any Tender not submitted on the Portal by the required Deadline will be rejected and not considered for evaluation. Each Tender shall be reviewed to ensure that it is complete (and capable of review in accordance with the evaluation methodology)

and the Tenderer has confirmed acceptance of the Contract (Form of Tender). Any Tender that is incomplete may be rejected at this stage.

- 9.2 To be complete, Tenderers' Initial Tender responses must: comprise of three (3) separate submissions:
- Supplier Selection Questionnaire – Appendix C
 - Technical Questionnaire – Appendix D
 - Social Value Questionnaire – Appendix E
 - Commercial Pricing Proposal – Appendix B
- 9.3 If a Tender is not substantially complete, or is qualified, is offered as a variant, or is not submitted in accordance with this ITT, or is otherwise deemed to be non-compliant in accordance with this ITT, it will be excluded from the procurement process. The Authority's decision to exclude a Tender shall be final.
- 9.4 A compliant Tender is one which:
- is complete;
 - is for the provision of the whole of the Services for the Lot for which it is submitted;
 - is not qualified or subject to clarification or confirmation and does not leave any material matter for negotiation or dialogue;
 - does not derogate from the Contract or the instructions within this ITT;
 - is delivered before the Tender Submission Deadline; and
 - includes all documents and responses as required on the Portal duly completed/submitted in all material respects. (The Authority reserves the right to allow a Tenderer to remedy a minor omission or administrative errors in its Tender, only in so far as by doing so would not enable the Tenderer to improve its Tender, but it does not guarantee it will exercise this discretion).
- 9.5 The Authority may check to see if the Tender submission is for the right legal entity, however it is up to the Tenderer to ensure that this is done before the Tender is submitted. If the Tender is not for the right legal entity, the Authority reserves the right to reject the Tender submission.
- 9.6 Tenderers are required to confirm their acceptance of the Contract Terms and Conditions. Any Tenderer who has not confirmed acceptance of the Contract terms and conditions will be rejected at this stage.
- 9.7 All Tenders that are compliant with all the Completeness and Compliance process shall progress to having their Supplier Selection Questionnaire submissions assessed.

10. Supplier Selection Questionnaire

- 10.1. The Supplier Selection Questionnaire can be found in Appendix C. The Selection Questionnaire requests basic information about the Tenderer, including in relation to mandatory and discretionary exclusion criteria and the Tenderer's financial standing. The Selection Questionnaire will enable the Authority to assess whether the Tenderer is eligible to participate in this procurement process, and whether it can meet certain minimum requirements of the Authority.

- 10.2. Following the submission deadline, the Authority shall undertake a compliance check and review Tenderers' responses to the Selection Questionnaire. The Authority reserves the right to reject any Tenderer that fails to meet the minimum requirements set out in the Selection Questionnaire.
- 10.3. Tenders shall be evaluated in accordance with [Section 16: Evaluation of Technical Questions](#) and [Section 17: Evaluation of Price submission](#) below in order to identify the Most Advantageous Tender.
- 10.4. The Most Advantageous Tender will be identified through the combined score of the following weighted criteria:
- 10.4.1. 70% Technical
 - 10.4.2. 20% Commercial
 - 10.4.3. 10% Social Value

11. Completing the Technical Questions

- 11.1. The Technical Questions can be found in ITT Appendix D – Technical Questionnaire. Tenderers shall respond to ITT Appendix D – Technical Questionnaire in the format below:
- 11.1.1. Tenderers must use an Arial font, size 12 optimised for both on screen and printed legibility and readability.
 - 11.1.2. Except where otherwise expressly directed by these Instructions for Tenderers (e.g. Excel or Primavera files), all documents should be provided in PDF format configured to allow excerpts to be extracted, copied or printed.
 - 11.1.3. General text must be set to A4-size paper with the margins set to 2.0cm or greater, single line spacing, body text must be at least 2.0cm hanging.
 - 11.1.4. Text in tables, graphics or images may be smaller but must be legible on screen and when printed.
 - 11.1.5. Responses must make clear which question is being answered. This could be achieved by clearly stating the question at the top of the relevant section of the Tender submission.
 - 11.1.6. All responses to each question must be contained in the stated page count for the question. Tenderers must not cross-refer to information contained elsewhere within their Tender (i.e. in response to other questions). No such cross references will be followed up.
- 11.2. Where a page limit has been indicated for a specific response, Tenderers must not exceed this limit. Where a response exceeds a stated limit, the Authority will not take account of additional text and such text will therefore be disregarded from the evaluation.
- 11.3. If a Tenderer cannot answer a question or provide requested information, the Tenderer should give a full explanation as to the reasons within its submission.

11.4. Tenders should be submitted in **PDF** format, with the exception of Appendix B -Pricing Schedule . Please note that submitting a brochure will not be considered a bona fide Tender. Any brochures will not be evaluated.

11.5. Any information provided that has not been asked for will not be taken into consideration.

12. Evaluation of Technical Questions

12.1 The Technical Questions and their associated weightings are set out in ITT Appendix D -Technical Questionnaire.

12.1. The quality of submitted tenders will be assessed using the information submitted in response to ITT Appendix D – Technical Questionnaire. Where responses to questions are to be scored, the following scores in Table 2 – Scoring Methodology are applied by a panel of evaluators to a Bidder’s submitted responses. The scores are awarded dependent on the level of evidence provided to each question.

Table 2 - Scoring Methodology

Score	Scoring Methodology
0	No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Authority does not have any confidence in the Bidder’s experience and/or capability to meet its requirements.
1	The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Authority has a low level of confidence in the Bidder’s experience and/or capability to meet its requirements.
2	Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Authority has limited confidence in the Bidder’s experience and/or capability to meet its requirements.
3	The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Authority is satisfied with the Bidder’s experience and/or capability to meet its requirements.
4	The response is comprehensive and supported by a good standard of relevant evidence and provides the Authority with a good standard of confidence in the Bidder’s experience and/or capability to meet its requirements.
5	The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Authority with a very high level of confidence in the Bidder’s experience and/or capability to meet the Authority’s requirements.

12.2. The weighted score for each question will be calculated as following:

(Note that this is an example only. Please refer to the weightings set out in Appendix D. This has been provided to assist with understanding only)

(Question Score ÷ 5) × Question Weight = Weighted Question Score

The maximum possible total technical score is 100. The total technical score will then be multiplied by the technical weighting of 70% to determine the overall weighted technical score, as illustrated in Table 3.

Table 3 - Example of Technical Questions Evaluation

Question	Weight (%)	Tenderer A		Tenderer B		Tenderer C	
		Score	Actual Weighted Score (%)	Score	Actual Weighted Score (%)	Score	Actual Weighted Score (%)
1	-	-	-	-	-	-	-
2	70	1	14	3	42	5	70
3	15	4	12	3	9	2	6
4	15	5	15	3	9	1	3
Total Technical Score	100%		41		60		79
Overall Weighted	70%		28.70		42.00		55.30

Moderation Panel

- 12.3. Each evaluator will complete their evaluation independently and submit their completed evaluation sheet with scores and comments prior to the moderation meeting.
- 12.4. The moderation panel will be led by the procurement team with only those evaluators who have completed evaluation sheets present. No one else will take part or be involved in the moderation, with the possible exception of an independent observer.
- 12.5. The moderation panel will decide a consensus score following a robust conversation of the tenders for each of the technical questions.
- 12.6. The consensus score will then be converted into a mark and score in the method set out above. A consensus score will be used for each of the technical questions for each tender response.
- 12.7. The Authority may discuss and seek advice on aspects of the Tender with other internal or related parties (subject to ensuring there are no conflicts of interest), but these parties will not be involved in scoring.

13. Pricing Schedule Submission

- 13.1. The Pricing submission template can be found in ITT Appendix B– Pricing Schedule. Tenderers must ensure they complete ITT Appendix B – Pricing Schedule according to the instructions given within it.
- 13.2. Prices quoted should be:
 - 13.2.1. in Pounds Sterling; and
 - 13.2.2. quoted exclusive of VAT.

13.3 The total budget allocated for this procurement is **£2,947,023 (excluding VAT)**, based on the anticipated contract term outlined below:

- Financial Year 2026/27: £982,341
- (Option Year) Financial Year 2027/28: £982,341
- (Option Year) Financial Year 2028/29: £982,341

13.4 The amount indicated for Financial Year 2026/27 represents the initial contract year. Continuation of the contract into Financial Years 2027/28 and 2028/29 is entirely at the Authority's discretion and is not guaranteed. Any extension will be subject to (without limitation) satisfactory supplier performance, ongoing operational needs, and the continued availability of funding.

13.5 The Authority is under no obligation to award or extend the contract beyond the initial contract period. The estimated values for any optional years are provided for indicative purposes only. The stated contract value does not constitute a guarantee of volume or expenditure.

14. Evaluation of Price Submission

14.1. This accounts for 20% of the overall evaluation marks available.

14.2. Please refer to ITT Appendix B – Pricing Schedule which includes instructions for completion. Tenderers should ensure the instructions in the Pricing Schedule are followed carefully. If Tenderers have any questions or are unsure about completing the Pricing Schedule Template, please raise these as a clarification through the messaging function available in the Portal.

14.3. The Pricing Schedule contains a list of cost elements for evaluation. Please refer to ITT Appendix B – Pricing Schedule. Once Tenderers have input all pricing information, the Pricing Schedule will produce an overall price for each Tenderer, to which a 20% weighting will then be applied.

14.4. The Tenderer with the lowest overall price, shall be awarded 20% (i.e., full marks) for price. Scores for the remaining Tenderers will be calculated using the following formula:

Step 1: **(Lowest bid)/(Tenderers Weighted Price) = Unweighted price score**

Step 2: **Unweighted Price Score*% = Weighted Price Score**

Table 4 - Example Price Submission Evaluation

Tenderer	Lowest bid	Tenderers Weighted Price	Unweighted Price Score	Price Weighting (%)	Weighted price score (%)
Tenderer A	£900,000.00	£1,100,000.00	0.82	20%	16.36%
Tenderer B	£900,000.00	£980,000.00	0.92	20%	18.37%

Tenderer C	£900,000.00	£900,000.00	1.00	20%	20.00%
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- 14.5. The Tenderer's submitted Pricing Submission will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Tenderers pursuant to the below, [Section 15: Abnormally Low Tender](#).

15. Abnormally Low Tender

- 15.1. The Tenderer's submitted **commercial response** will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Tenderers.
- 15.2. If the Authority considers a Tender to be abnormally low priced, it will exercise the right to clarify as permitted under Regulation 69 of the Public Contracts Regulations 2015. The Authority reserves the right to challenge how the Tenderer can deliver the expected quality at that price. If the Authority is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender.

16. Social Value Questionnaire

- 16.1. The Authority takes account of social value in the award of contracts using the Social Value Model. This model defines social value through a series of priority themes and policy outcomes. It is designed to take account of the additional social benefits that can be achieved through the delivery of contracts, using policy outcomes aligned to Government priorities and the Authority's themes (life skills & independent living; employability & work readiness; volunteering & social action).
- 16.2. The Social Value Questionnaire can be found in ITT Appendix E – Social Value Questionnaire. Tenderers must ensure that they complete ITT Appendix E - Social Value Questionnaire according to the instructions given within it.
- 16.3. Social value commitments made by the successful tenderer will be incorporated into the contract and monitored through the contract social value Key performance Indicator.

17. Evaluation of Social Value

- 17.1. Social Value accounts for 10% of the overall evaluation marks available.
- 17.2. The Social Questions and their associated weightings are set out in ITT Appendix E-Social Value Questionnaire.

17.3. The quality of submitted tenders will be assessed using the information submitted in response to ITT Appendix E – Social Value Questionnaire. The response to each question will be marked using the scoring methodology set out in Table 5 – Scoring Methodology below

17.4. The weighted score for each question will be calculated as following:

$$(\text{Question Score} \div 4) \times \text{Question Weight} = \text{Weighted Question Score}$$

The maximum possible total score is 100. This score will then be multiplied by the technical weighting of 10% to calculate the total weighted social value score.

Table 5 – Scoring Methodology

Score	Description
0	<p>The Tenderer's response:</p> <ul style="list-style-type: none"> • Is absent; and/or • Does not address the question at all; and/or • Demonstrates a fundamental lack of understanding of the social value theme; and/or • Does not comply with the requirements of the question; and/or • Provides insufficient information or evidence to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource or quality measures required to support the response.
1	<p>The Tenderer's response meets all or any of the criteria outlined below:</p> <ul style="list-style-type: none"> • There are significant omissions and the response is only partially relevant to the question, and/or • There is a lack of relevant detail on the Tenderer's approach to the relevant aspect of the Service, and/or • Evidence is unclear, or there are unsubstantiated claims or inconsistencies in evidence, and/or • There is a poor understanding of the relevant aspect of operating the service.
2	<p>The Tenderer's response meets all or any of the criteria outlined below:</p> <ul style="list-style-type: none"> • Response contains one-off activity with limited impact; and • The response addresses the question only in part; key elements are missing or under-developed, and/or • Provides limited detail on the approach and/or shows a partial understanding of the relevant aspect of the Service, and/or • Evidence is insufficient or weak (e.g., generic case studies, limited performance data), and/or • Ambiguity and/or inconsistencies are present that materially reduce confidence. <p style="text-align: center;">OR</p>

	<p>whilst certain aspects may approach ‘Satisfactory,’ one or more elements are of insufficient quality or do not generate sufficient confidence to merit a higher score; therefore, overall the response is Limited.</p> <p>Based on the preceding criteria:</p> <ul style="list-style-type: none"> • The response generates a limited level of confidence in the Tenderer’s ability to deliver the relevant aspect of the Service; and • Overall, the response can be described as limited.
3	<p>The Tenderer’s response meets all the criteria outlined below:</p> <ul style="list-style-type: none"> • Response shows collaboration with local charity on ongoing projects; and • Adequately addresses all key elements of the question and meets the requirement; and • Presents a credible and workable approach with clear, relevant detail proportionate to the question; and/or • Demonstrates a sound understanding of the relevant aspect of the Service with some relevant evidence of experience/capacity; and • Compliance with instructions (word limits, required appendices) is evident. <p>Based on the preceding criteria:</p> <ul style="list-style-type: none"> • The response generates an acceptable level of confidence in the Tenderer’s ability to deliver the relevant aspect of the Service; and • Overall, the response can be described as satisfactory.
4	<p>The Tenderer’s response meets all or any of the criteria outlined below:</p> <ul style="list-style-type: none"> • Response shows long-term initiatives with lasting impact; and • A well-structured, complete and relevant response that meets all requirements and exceeds some; and • Provides a strong level of detail on approach, delivery methods, resources and governance; and • Demonstrates clear understanding supported by robust, relevant evidence (e.g. outcomes, KPIs, employer endorsements); and • Shows added value (e.g., employer co-design, local labour-market alignment, enhanced learner support) beyond the minimum. <p>Based on the preceding criteria:</p> <ul style="list-style-type: none"> • The response generates a good level of confidence in the Tenderer’s ability to deliver the relevant aspect of the Service; and • Overall, the response can be described as good.

18. Total Score

18.1. In assessing the Tender, the Authority will combine the respect Technical, Commercial, and Social Value scores to calculate a Tenderer’s final score. This will allow the Authority to rank the Tender responses

received. The Authority will award the Contract(s) to the Tenderer with the highest total score, which will represent the most advantageous tender.

- 18.2. Table 6 contains a worked example of how your technical, social value, and commercial scores will be added together to calculate your total score. Table 6 shows that Tenderer C is the most advantageous tenderer.

Table 6 – Worked Example for Total Score

Tenderer	Technical (%)	Commercial (%)	Social Value (%)	Total Score
Maximum Score Available	70.00	20.00	10.00	100.00
Tenderer A	28.70	16.36	10.00	55.06
Tenderer B	42.00	18.37	7.50	67.87
Tenderer C	55.30	20.00	2.50	77.80

- 18.3. All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will the Authority be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement process

19. Submission of Tender - Electronic Tendering

- 19.1. The Authority is utilising an electronic tendering portal to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Authority including the submission of Tenderers' responses will be conducted via this portal.
- 19.2. The Authority's chosen e-Procurement portal is Atamis. If you are registering interest for this opportunity, please ensure you have registered as a Supplier, using the following link: <https://weca-atamis.my.site.com/s/Welcome>
- 19.3. Assistance in relation to the e-procurement system can be found within the below link: <https://suppliersupport.atamis.co.uk/hc/en-gb/categories/4612310098847-Supplier-Portal-Help> If you have any queries that cannot be resolved via the above, please contact Atamis Support via the Help section explaining the nature of your query.
- 19.4. Once the Tender Information has been viewed tenderes will be able to "Register Interest" which will inform the Authority of your intention to respond to this opportunity.
- 19.5. If a tenderer does not wish to or is unable to submit a Tender and not interested in proceeding, then they can decline the opportunity

- 19.6. Tenderers should allow sufficient time to upload documentation to the Portal. It is the Tenderers' responsibility to ensure that all documents are uploaded on time. The e-Procurement portal Atamis will hold all the information that Tenderers upload securely until the Tender opening date.
- 19.7. By submitting a Tender, each Tenderer will be taken to have agreed that its Tender will remain open for acceptance for a minimum of 180 days from the submission deadline date.
- 19.8. Any Tender response received after the specified deadline will not be considered unless the closing date for receipt of tenders is formally extended by the Authority and communicated to Tenderers.
- 19.9. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the Tenderer's control, however this will be permitted only at the discretion of the Authority and its decision on this will be final.

20. Tender Clarifications

- 20.1. If a Tenderer has any questions about the Tender documentation which might have any bearing on its Tender, the Tenderer should raise these through the Portal. All such clarification questions must be received no later than the Tenderer Clarification Deadline as stated in [Table 1: Procurement timescales](#). to allow time for a detailed response to be distributed prior to the Deadline of submission of Tenders.
- 20.2. The Authority will circulate a copy of the clarification request and its written reply to all Tenderers but will preserve the anonymity of the enquirer.
- 20.3. If the Tenderer states a clarification request is confidential and should not be disclosed to other Tenderers, it must communicate this and the reason why to the Authority at the time of submitting the clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
- 20.4. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.
- 20.5. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.
- 20.6. Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency, or omission in the ITT documents, any of their associated documents and/or any other information issued to them during the procurement process.
- 20.7. The Authority may make changes to the Tender documentation at any time prior to the bid submission date. Such changes will be notified to Tenderers via the Portal.

21. Financial Standing Appraisals

- 21.1. The financial information provided by Tenderers will be used by the Authority to assess whether the Tenderers possess the necessary economic and financial capacity to perform the contract.
- 21.2. When undertaking the assessment, the Authority looks at the Tenderers' most recent financial statements along with those of any ultimate parent company (if applicable). These are checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity, and general stability.
- 21.3. The Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Authority will also consider any additional information submitted by the Tenderer should the Tenderer consider this necessary for the Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of a Tenderer's financial structure or funding arrangements. The Authority would expect any such information to be verified by an independent source, for example, the Tenderer's auditors. Furthermore, the Authority may (but is under no obligation) request further information or explanation from a Tenderer.
- 21.4. Initially basic checks are made on a Tenderer's name and any relevant registration details (e.g., registered number at Companies House). The Authority will check whether the Tenderer is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.
- 21.5. When considering profitability, the Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.
- 21.6. The Authority will look at the Tenderer's balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Authority looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.
- 21.7. When looking at liquidity the Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the Tenderer has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally, the Authority would expect a Tenderer to have a current ratio of at least 1:1.
- 21.8. Contract limit is the size of contract that is considered 'safe' to award to a Tenderer, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the Tenderer can cope financially with this size of contract. The Authority assesses the capacity issue of whether the Tenderer has the resources to carry out the work and considers whether the Tenderer will become over-dependant on the contract in question.

Generally, the Authority would expect a Tenderer to have a turnover of at least two times the annual value of the contract.

- 21.9. The Authority will consider all the above in relation to the Tenderer and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Authority. If the Authority decides that the financial and economic standing of the Tenderer represents an unacceptable risk to the Authority, then the Tenderer will be excluded from further consideration in this process.

22. Collaboration Arrangements

- 22.1 The Tenderer may wish to submit a collaborative bid. The possible methods for such collaboration are considered below.
- 22.2 Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability **consortium**) is referred to as a “Tenderer”. The Tenderer is responsible for ensuring that the bid submission is fully completed, and the required information provided in respect of consortium members (as appropriate)
- 22.3 A consortia proposal requires either a clear Lead Party with whom the Authority will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
- 22.4 The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
- a. Lead Party consortium
 - b. Joint and several liability consortiums
 - c. Sub-contracting
- 22.5 **Lead Party consortium:** A Lead Party consortium is a consortium of organisations who are working together to bid for, and if successful, enter into the contract. One party will enter into the contract, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members.
- 22.6 It is for the consortium members to assess whether their proposed parties have the capacity and capability likely to be able to deliver the requirements of this contract. This is not the responsibility of the Authority.
- 22.7 **Joint and several liability consortia:** The Authority will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.
- 22.8 Whilst there is a lead/administrative party for bid co-ordination purposes, this organisation is not solely liable as the Authority signs the contract with all the members of the consortium; thus, all members are jointly and severally liable for performance of the contract.

- 22.9 **Sub-contracting:** It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the Tenderer. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Tenderers should be aware that where, in the opinion of the Authority, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the Tenderer to proceed with the procurement process and/or to perform their duties under the contract. For the avoidance of doubt, in the event that the Authority considers that such a change constitutes a material change for the purposes of procurement law, then the Authority reserves the right to disqualify the Tenderer from the procurement process.
- 22.10 The Authority will make payments to the Tenderer; the Tenderer is responsible for payments to its sub-contractors.
- 22.11 The Authority would not usually expect to see evidence of the administrative arrangements between the Tenderer and sub-contractor; however, the Authority may wish to see evidence of performance monitoring, due diligence, and subcontractor agreements and/or policies.
- 22.12 The Authority will expect the winning Tenderer to sign up to the Prompt Payment Code and/or will be willing to report to the Authority their subcontract payment performance.

23. Changes in Circumstances

- 23.1. Tenderers (including, for this purpose, each participant in any joint venture, consortium arrangement) are required to inform the Authority promptly and in any case no later than fourteen (14) days, after the occurrence of:
- a. Any change to the Tenderer's corporate structure from that set out in the Tenderer's response to the ITT. This includes the grant of any options to acquire shares, any agreement relating to exercise of rights attaching to such shares, and any material amendments to a shareholder's agreement, articles of association or similar constitutional documents.
 - b. Any changes to any other information provided to the Authority as part of the ITT process; or
 - c. Any other change to the Tenderer's circumstances, or the basis of the Tenderer's response to the ITT, which may be expected to influence the Authority decision on the Tenderer's suitability for qualification for receipt of this ITT or to be selected as the Supplier.
- 23.2. The Authority reserves the right to approve (subject to conditions) or reject the changes referred to above (including any changes to the basis on which the Tenderer pre-qualified to receive this ITT). A rejection of the changes may result in the Tenderer being excluded from further participation in the procurement process.
- 23.3. The Authority reserves the right and may in certain cases be required under the procurement rules and regulations, to disqualify any Tenderer that has been selected to receive this ITT where the composition of the Tenderer's bid vehicle, joint venture or consortium has changed after the

announcement of the tender response. The Tenderers are therefore advised to discuss any proposed changes of this nature with the Authority before the changes are put into effect.

- 23.4. Where, following notification to the Combined Authority by the Tenderer, at any stage, of a material change in any of the information provided in the Tenderer's response to the SSQ (or failure to give such notification), the Combined Authority is of the opinion that the Tenderers do not have, or are unlikely by the date of commencement of the Contract/agreement to have met the requirements of the SSQ, the Combined Authority reserves the right to disqualify the Tenderer from the procurement process.

24. Conflict of Interest

- 24.1. If any conflict of interest or potential conflict of interest between the Tenderer, the Tenderer's advisers, the Authority, the Authority's advisers, or any combination thereof becomes apparent to the Tenderer, the Tenderer shall inform the Authority immediately. In such circumstances, the Authority shall, at its absolute discretion, decide on the appropriate course of action.
- 24.2. If the Authority becomes aware of any relevant conflict of interest that the Tenderers have not declared to the Authority, the relevant Tenderer may be disqualified from the procurement process.
- 24.3. The Authority's Framework consultants identified in the Tender documentation should not be approached in relation to this Tender process. Any engagement with these consultants regarding this Tender could result in disqualification of the Tenderer.

25 General Information

- 25.1 Authority Clarifications: The Authority may wish to make enquiries of a Tenderer's existing customers and/or require further information from Tenderers at any stage during the selection and award process. In particular the Authority reserves the right to clarify any element of submitted Tenders.
- 25.2 Right to reject tenders or cancel process: The Authority reserves the right to accept or reject any written Tender and to abort the Tender process and reject all Tenders at any time prior to award of contract without incurring any liability to the affected Tenderers. The Authority is not bound to accept the lowest or any Tender response made as a result of this invitation.
- 25.3 The Authority shall not be liable for any loss or expense incurred by any Tenderer in the production of the Tender or as a result of its decision not to award the contract to any Tenderer.
- 25.4 Confidentiality: All documentation supplied by the Authority shall remain its property and confidential to it. Tenderers may not without the Authority's written consent at any time use for their own purposes or disclose to any other person (except as may be required by law) the

Tender or contract documents or any information or material which the Authority may make available to Tenderers all of which shall remain confidential to the Authority.

- 25.5 Freedom of Information Act: Tenderers should note that the Authority is subject to the Freedom of Information Act 2000 and provisions are in force allowing any person access to information held by the Authority. There are limited exemptions to this. The exemptions include information the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their Tenders is confidential or **commercially sensitive** or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. The Authority will consider Tenderers' statements in the context of the exemptions provided for under the Act but does not offer any guarantee that the information in question will not be disclosed.
- 25.6 Transparency: Tenderers should be aware that the Authority is required to publish information regarding contracts under the government transparency policy. To view details of what must be published, see the Local Government Transparency Code 2015 via this link: [Local Government Transparency Code 2015](#).
- Details of this opportunity will be published on the Authority's website and the government's transparency website Find a Tender Service (. gov.uk) and Contracts Finder.
- 25.7 In submitting a Tender, the Tenderer accepts the Authority's right to publish details of expenditure as well as information contained within the Tenderer's Tender.
- 25.8 Bribery and Corruption. The Authority reserves the right to reject any Tender or terminate the contract if the Tenderer or anyone on its behalf bribes or tries to bribe anyone in connection with any aspect of the Tender process or commits an offence under the **Prevention of Corruption Acts 1889-1916** or money laundering regulations.
- 25.9 Tenderers should not attempt to canvass any Member or Officer of the Authority about this tendering process or try and obtain confidential information relating to the service or the tendering process from anyone associated with the contract or from any other past or present contractor to the Authority. If you do so your Tender is likely to be rejected.
- 25.10 The Authority takes these issues very seriously. It encourages all Tenderers to contact the Procurement team if any Authority representative, employee or other Tenderer or potential Tenderer approaches them and either attempts to engage them in any such activity or infers that they could do so.
- 25.11 Transfer of Undertakings and Protection of Employment Regulations (TUPE): The Authority does not consider any person to be in scope of TUPE in the delivery of the services of this contract.

25.12

Publicity: Tenderers must obtain the express written consent from the Authority before any disclosures are made to the press or in any other public domain relating to this ITT process or any subsequent Contract. Tenderers are not permitted to:

- a. Make a public statement or communicate in any form with the media in connection with this procurement process without first obtaining the prior written consent of the Authority; and/or
- b. Use any trademarks, logos or any other intellectual property rights associated with the Authority; and/or
- c. Represent that the Tenderer is directly or indirectly associated in any way with the Authority; and/or
- d. Engage in any form of ambush marketing or marketing which creates, implies, or refers to an association between the Tenderer and the Authority; and/or
- e. Do anything or refrain from doing anything which would have an adverse effect on or embarrass the Authority.

If required, Tenderers should seek further guidance from the Authority through the e-Procurement portal.