

****

**DOCUMENT 1:**

**INVITATION TO TENDER (“ITT”) INVITATION AND INSTRUCTIONS**

**St. Helens Council (“**the **Council”)**

**Management and Operation of a one-child Children’s Home in St. Helens WA11 owned by St. Helens Borough Council (**the **Services)**

**STAR Refence: UID13475**

**Chest Reference: DN771591**

**This ITT consists of the following documents:**

Together, they set out the nature and extent of the Requirement and the conditions upon which the Services are to be provided.

* Document 1: Instructions (this document)
* Document 2: Specification
* Document 3A: Response Document (Procurement Specific Questionnaire)
* Document 3B1: Response Document (Qualitative)
* Document 3C: Response Document (Commercials)
* Document 4: Terms and Conditions
* Document 5A: NOT USED
* Document 5B: NOT USED
* Document 6: NOT USED
* Document 7: NOT USED
* Document 8:Draft Lease - Children's Care Home Tender

**Contents of this Document 1:**

1. **Key Information**

This contains information on:

* Invitation
* Deadlines
* Instructions for returning your Tender
* Assessment Criteria, Weightings, and Scoring Methodology
1. **General Information and Instructions regarding your Tender and this ITT**
2. **Council Initiatives and Key Policies**

This contains information on:

* Social Value
* Modern Slavery and Responsible Procurement
1. **Key Information**
	1. **Invitation**
		1. STAR Procurement, acting on behalf of the Council, invites Tenders for the provision of the Services otherwise referred to as the **“Contract”**) by the Council, from organisations with relevant experience and ability to demonstrate sufficient capacity for providing the Services (the “Bidders”).
		2. Not used.
		3. **Due to the nature of the requirement and estimated value set out at 1.3, this procurement exercise is being undertaken in compliance with the Procurement Act 2023 (and as amended) (and appropriate secondary legislation).**
		4. The Procedure being followed is the Open Procedure. Which shall take the following format and stages:

|  |  |
| --- | --- |
| Competition stage | Issue of this ITT and receipt of Bids. |
| Evaluation of PSQ | Evaluation of returned Documents 3A (only those bidders meeting the relevant grounds and passing this stage evaluation will proceed to evaluation of 3B1, 3B2 and 3C). |
| Evaluation of qualitative and quantitative proposals | Evaluation of returned Documents 3B1, 3B2 & 3C (only those bidders that met the relevant grounds and passed the evaluation of the PSQ (3A) will proceed to this evaluation stage.Evaluation may include interviews / clarification meetings with Bidders. As part of the interview, Bidders may be required to give a presentation on aspects of their Bid. Clarification meetings will be sought from only those bidders whose Bids require clarification. Only those organisations capable of winning the Tender will be invited to attend an interview. |
| Due diligence | Winning bidder identified; due diligence of winning bidder completed. |
| Award | Award Decision published and assessment summaries issued. |

* 1. **Agreement Term**
		1. The Contract will be for an initial term of 60 months (5 years) (the “**Contract Period**”).
		2. The Council may extend following the Contract Period for a further period of time of two 12 months (the “**Extension Period(s)**”).
	2. **Value:**
		1. The maximum estimated value of the Contract over its maximum possible term is £2,548,000 (inclusive of VAT). All Tenders submitted are to a maximum budgetary amount of £364,000 per year.
		2. The agreed rates shall be fixed for the first 12-months of the contract and will be reviewed for the subsequent financial year and then annually. Annual adjustments to the rates shall take effect on 1st April. The maximum increase shall be no greater than the following : **by a percentage equal to the percentage increase/decrease in CPI over the previous 12 months.**

* 1. **Deadlines & Timetable**

**Please Note:** the timetable provided below in indicative and is subject to change:

|  |  |
| --- | --- |
| **Issue of ITT** | 14/04/2025 |
| **Requests for Site Visits** | W/C 28/04/2025 |
| **Deadline of Clarification Questions**  | 2/06/2025 12pm  |
| **Submission of Tender Response** | 11/06/2025 12pm |
| **Presentation / Interview** | 24/06/2025 – 25/06/2025 |
| **Evaluation Completed** |  W/C 11/06/2025 |
| **Award Decision Approved** | W/C 08/07/2025 |
| **Award Decision Communicated and Standstill Period Commences** | w/c 08/07/2025 |
| **Standstill Period Ends** | 17/07/2025 Midnight |
| **Contract Start Date** | TBA |

* 1. **Instructions for returning your Tender**
		1. It is **essential** that you comply with the instructions in this document in the preparation and submission of your Tender to help ensure you do not inadvertently invalidate your Tender. ***The Council reserves the right to reject any Tender that does not comply with these instructions***
		2. Bidders must complete and return their Tender (Document 3 Response Documents (A, B1, B2 and C, and any other response documents), along with any required supporting information as allowed) via the Chest e-tendering system. It is not required to return any other documentation with your Tender. If you have any issues relating to the return of your Tender in this manner please contact the above person as soon as possible.
		3. All Tenders must be submitted by the Deadline for Submission of Tender Response indicated at 1.4. The Council will not accept responsibility for any delays in submission or delivery of the response.
		4. Bidders are advised to clarify any points of doubt or difficulty relating to the documentation before submitting their response. Any queries should be submitted via the Chest e-tendering system, as soon as possible, and in any event before the Deadline for Submission of Clarification Questions indicated at 1.4.
		5. You are advised to deliver your Tender well in advance of the deadline to avoid any technical issues that might arise causing you to fail to meet that deadline, which would lead to the rejection of your Tender. The Council is conscious that Bidders spend a huge amount of time, effort, and expense in putting together a Tender and is keen to ensure that no Tender is rejected down to late submission.
		6. Any signatures required on Response Documents must be signed by an appropriate Director of the company. Where the Bidders delegates the signing, a cover letter from the Director stating this must be submitted with the Tender. Electronic signatures are acceptable. Advanced Electronic signatures (supported by a qualified certificate as defined in the Electronic Signatures Regulations 2002) are not required.
		7. **Information on Document 3A: Procurement Specific Questionnaire**
			1. **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity.

The Procurement Specific Questionnaire (PSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:

**Part 1 - confirmation of core supplier information:** suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at https://www.gov.uk/find-tender. Part 1 provides confirmation that suppliers have taken these steps.

**Part 2** - **additional exclusions information:** procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons15) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement’s conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the contracting authority.

We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons) suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

When completed, this document is to be sent back along with the rest of your Tender.

* + - 1. **Part 3 – conditions of participation**

contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier’s legal and financial capacity or their technical ability.

Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, a contracting authority might use the information shared via the PSQ as part of a selection process to limit the number of participating suppliers. For example, inviting the five suppliers that submitted the highest scoring responses. Where this is the case, the contracting authority will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in their tender notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).

Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:

• details of the winning supplier’s associated persons

• details of the winning supplier’s connected person information

• for certain procurements over £5 million, details of unsuccessful bidders

Where a supplier is unsure or requires any clarification, they should check with the contracting authority

* + - 1. **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Procurement Specific Questionnaire (Document 3A) and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

* + - 1. **Notes for completion of the Procurement Specific Questionnaire (Document 3A)**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

1. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Procurement Act 2023 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
2. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
3. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
4. The authority may decline to consider bids (or otherwise exclude from participating in the procurement) from suppliers who are constituted or organised under the law of Russia or Belarus, or whose ‘Persons of Significant Control’ information states Russia or Belarus as the place of residency, unless the supplier (or any member of their supply chain they rely on to deliver the contract):

• is registered in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access to public procurement; and/or

• has significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access to public procurement

1. For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.
2. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:

• members of your administrative, management or supervisory board;

• entities and persons who have powers of representation, decision or control.

You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.

The second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered.

It isn’t necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

1. All subcontractors are required to complete their own part 1 and part 2.
2. For answers to part 3 – If you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/ or any subcontractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

1. The Procurement Review Unit (PRU) consist of three services, which are the Public Procurement Review Service (PPRS), the Procurement Compliance Service (PCS) and the Debarment Review Service (DRS). The role of the PPRS is to investigate public sector procurement processes in response to a supplier’s (or a supplier’s representative) complaint about a specific procurement, further information is available [here](https://www.gov.uk/guidance/procurement-review-unit#general-enquiries). To use the Procurement Review Unit Team to raise a concern, you can do this online at [Public Procurement Review Service](https://submit.forms.service.gov.uk/form/314/raise-a-concern-with-public-procurement-review-service/1293); by email on procurementreview@cabinetoffice.gov.uk or phone 0345 010 3503.
	1. **Assessment Criteria, Weightings, and Scoring Methodology**
		1. The Council will only progress a tender submission from Bidders which meet the pass criteria (defined below) for each of the sections of this Selection Questionnaire. Should a Response score a ‘fail’, in accordance with the criteria set out below, in any one or more of the sections of this Selection Questionnaire, the Bidder’s tender will not be progressed.
		2. The Council reserves the right to exclude the Bidder or to reject a Response in any of the following circumstances:
			1. In the event that the Response and/or supporting information is incomplete, inaccurate or misleading or otherwise not submitted in accordance with the requirements set out in this Selection Questionnaire;
			2. Where grounds for exclusions are indicated in the criteria detailed in respect of Parts 1 to 3 of this Selection Questionnaire
		3. The answers provided to the below responses will be evaluated on the basis of pass/fail. Bidders who self-certify that they do not meet the requirements or the Council determines they do not meet the requirements, will be excluded (subject to any exceptional circumstances set out).
		4. **Evaluation Criteria & Weightings:** All Tenders will be evaluated in terms of understanding and meeting the requirements as set out in the Specification (Document 2).

The evaluation will be carried out against the pre-determined evaluation criteria and associated weightings as provided below.

The evaluation panel will be formed from a number of relevant and appropriately knowledgeable staff. The panel may also include stakeholders / service users / external consultants.

Final scores will be determined following a moderation meeting, at which a consensus single score per question will be determined.

|  |  |
| --- | --- |
| **Evaluation criteria**  | **Scoring** |
| **Quality** | **70%** |
| Quality Question 1: Mobilisation and implementation plan | *10%* |
| Quality Question 2: Service delivery methodology (Weighting: 10%)  | *10%* |
| Quality Question 3: Providing stable placements |  *15%* |
| Quality Question 4: Delivery and monitoring of outcomes | *10%* |
| Quality Question 5: Proactively Engage with Children | *5%* |
| Social Value Question  | *20%* |
| **Price** | **30%** |
| **Total** | **100%** |

* + - 1. **Quality & Social Value Qualitative Assessment:** The qualitative assessment shall comprise evaluation of your responses to the quality and social value questions in accordance with the below.
			2. The weighted score for each question is calculated as follows:

*E.G. A question carries a weighing of 10% (maximum score allowed = 4), the actual score given is 3. To work out the weighted score:*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Actual Score*** | *Multiplied by* | ***Question Weighting*** | *Divided by* | ***Maximum Possible Score*** | *equals* | ***Weighted Score*** |
| ***3*** | *x* | ***10*** | *÷* | ***4*** | *=* | ***7.50%*** |

* + - 1. The Weighted Score for all Quality & Social Value Question are added together to form the Total Weighted Quality Score.
			2. **Scoring Methodology (Quality & Social Value):** The following scoring methodology will be used for scoring your responses to the quality and social value questions.

			*The following scores shall be awarded based on the proposals received and the degree of confidence that, on the basis of the facts known to the evaluation panel at the time of making the assessment, the proposal meets the interpretation of the applicable score.

			Factors which the evaluation panel will take into account in making this assessment are set out below for each score:*

| **Score** | **Interpretation** |
| --- | --- |
| 4 | **Good** * Response demonstrates in comprehensive detail how all the elements of the requirement / focus of the question will be fulfilled to an acceptable level of quality. The response is entirely relevant. There are no omissions of concern, and response demonstrates a sound understanding of the requirements / focus of the question and influential factors, including systems, and quality measures to deliver the requirement / focus of the question to a good quality **AND**
* Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of no concern to the Council
 |
| 3 | **Satisfactory*** Response demonstrates in sufficient detail how the majority of the elements of the requirement / focus of the question will be fulfilled to an acceptable level of quality. There may be a small number of minor omissions, however, the response demonstrates a sound understanding of the requirements / focus of the question and influential factors, including systems, and quality measures to deliver the requirement / focus of the question to a satisfactory quality **AND**
* There are **no** significant omission from the response **AND**
* Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of limited concern to the Council
 |
| 2 | **Deficient*** Response demonstrates in sufficient detail how the majority of the elements of the requirement / focus of the question will be fulfilled to an acceptable level of quality, however, there are omissions of some important factors that show some limit on understanding of the requirements / focus of the question and other important influential factors, including systems, and quality measures to deliver the requirement / focus of the question to a satisfactory quality **AND**
* There is at least one significant omission in the response and thereby has not sufficiently demonstrated or evidenced how the requirement / focus of the question will be fulfilled to a satisfactory quality **AND**
* Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of limited concern to the Council
 |
| 1 | **Poor*** Response addresses minimal elements of the requirement / focus of the question **AND / OR**
* In general contains limited responses or limited detail or explanation and/or evidence to demonstrate how the majority of the requirements / focus of the question will be fulfilled or how an acceptable level of quality will be achieved **AND / OR**
* Contains irrelevant or inaccurate or misleading information that shows significant limits on understanding of the requirements / focus of the question and/or other important influential factors including systems, and quality measures to deliver the requirement / focus of the question to a satisfactory quality **AND**
* Risks to Council / end users / stakeholders etc. associated with response / proposed delivery are of serious concern to the Council
 |
| 0 | **Unacceptable*** No Response **OR**
* No evidence or insufficient information provided to demonstrate that the requirements / focus of the question can be met **OR**
* Response is variant from the requirements / specification set out **AND**
* Risks to Council / end users / stakeholders / etc. associated with response / proposed delivery are fundamentally unacceptable the Council
 |

The allocation of a score of 2 (Two) or below for a response to any Quality Question will result in the exclusion of your Tender. Expect for the social value question there is no minimum score to be excluded.

* + - 1. **Price Assessment:** The price assessment shall comprise evaluation of the Price in accordance with the below.
			2. Responses indicating an item: priced at £0.00 or 0%; or priced at a rate considered to be economically unviable by the Council; or priced using a non-specific range of rates will result in the rejection of your Tender. **Any pricing bid submitted which exceeds the budget outlined by the Council will also result in the rejection of your Tender. (The maximum budget for this contract is £364,000 per annum)**
			3. The weighted score for Price is calculated as follows:

*E.G. Price carries a weighing of 40%. (lowest price submitted is £10,000), Bidders price submitted is £15,000. To work out the weighted score:*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| ***Lowest Price Submitted***  | *Divided by* | ***Bidders Submitted Price*** | *Multiplied by* | ***Weight-ing*** | *equals* | ***Weighted Price Score*** |
| ***10,000*** | *Divided by* | ***15,000*** | *Multiplied by* | ***40%*** | *equals* | ***26.67%*** |

* + - 1. All scores will be calculated to 2 decimal places.
			2. **Total Score:** The Total Weighted Quality Score and Weighted Price Score are added together to form the Total Score for each Bidder. This is used to rank Bidders and determine which Bidder should be awarded the contract.
			3. **Tied 1st place:** Should there be a tie between two or more Bidders ranked 1st place, the Council shall make the award decision in the order of the following sub-bullets until a winning Bidder is identified. If there remains a tie following the first sub bullet, the next sub-bullet will be followed, and so on until a winning Bidder is identified:
				1. The Bidder with the lowest overall price shall be determined as the winning Bidder.
				2. The Bidder with the highest Total Weighted Quality Score shall be determined as the winning Bidder.
				3. The Bidder with the highest social value score shall be determined as the winning Bidder.
				4. The Council shall communicate with the tied Bidders only and provide them the opportunity to improve upon their Tenders by a given deadline. The Council shall then evaluate any new Tenders in accordance with this section 1.6.
			4. **Abnormally Low Tender:** The Council will seek clarification from you if your submitted Tender is considered by the Council to be economically unviable. Following a review of any submission/evidence that you make in response to such a clarification, if the Council remains of the opinion that the submitted Tender is economically unviable, the Council will reject that Tender.
			5. **Interviews:** Bidders may be asked to attend a tender clarification interview at which a presentation may be requested. Tender clarification interviews will be held on MS Teams and provisional dates for interviews will be advised by the Council at a later date, if required.

			In the event that tender clarification interviews are required, these interviews will not be scored, but the information given may be used to moderate tender evaluation scores in respect of the Tender Evaluation and Award Criteria outlined. Bidders must ensure that they have a representative available to answer any clarification questions (if they arise) in relation to their tender submission and to attend a tender clarification interview if invited.
			6. **Due Diligence:** Following the evaluation of tenders, the Council may conduct a period of due diligence with the top scoring Bidder(s) prior to making a decision to award. Bidders must ensure that they have a representative available to answer any clarification questions (if they arise) in relation to its tender submission and must be prepared to furnish the Council with copies of all documentation requested in respect of any self-certification.

			The Council reserves the right to reject any Tender where the tender response has not been fully completed or clarifications are not responded to by the deadline stipulated at the time of asking.
1. **General Information and Instructions regarding your Tender and this ITT**

**Central Digital Platform:** Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Council immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.
More information and registration can be found here: <https://www.gov.uk/government/publications/procurement-act-2023-short-guides/buyers-and-suppliers-how-to-use-the-central-digital-platform-the-enhanced-find-a-tender-service-html>

**Submission of your Tender:**  the submission of your tender must only be made electronically through The Chest. The Tender will only be considered if it is submitted this way. Other methods of submission, such as email or **quick-response (QR) codes will not be accepted nor evaluated**.

**Acceptance of bids:** If any documents within the Tender Submission contains a QR code, the Tender shall be deemed non-compliant, and the Tender shall be disqualified. If the Tenderer submits their Tender Submission through use of a QR code, or the Tenderer otherwise informs the Council that their Tender Submission or accompanying documents (we quote the para number where the docs required are listed) can be accessed through use of a QR code, it shall not be accepted, the Tender shall be deemed non-compliant and the Tender shall be disqualified. The Tender Submission shall be submitted strictly in accordance with this ITT.

**Transparency:** Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Council routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Council taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

Where required, the Council will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Council for the specific purpose of assessing or assisting the Council in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

**Language:** All Tenders must be in the English language.

**Format:** Tenders must be submitted in Microsoft Word and Excel format only. Supporting documentation must be in Microsoft Word or Excel format only. You will need to seek prior approval for any other format to be acceptable. The Council may reject your bid in its entirety if you fail to provide a Microsoft Word / Excel format when requested. Bidders shall not change the format of the tender document and shall complete all Documents and Parts (where appropriate to the stage of the tender) without modifying the forms, questions or format of the questions. Non-compliance with this requirement may lead to rejection of the Bidder from the tender process. Any unauthorised amendment, qualification or deletion of, or addition to, the Invitation to Tender issued by the Council may invalidate the Tender.

**Commercials:** Document 3B1: Tender Response (Commercials) must include for all costs associated with delivery of goods or supply of services or works detailed in Document 2: Specification. This includes (but is not limited to) all costs for transportation, insurance, delivery, unpacking, installation, testing, training, handover, correspondence, reports, administrative costs, contracting management and monitoring, taxes, (and unless otherwise stated travel, accommodation, subsistence and other disbursements).

All costs shown are to be exclusive of VAT (which shall be added at the prescribed rate) and in Pounds Sterling (GBP).

**Compliance:** Tenders must be fully compliant with the requirements detailed in this ITT documentation. No amendments to these documents should be made.

**False Information / Misrepresentation:** The provision of false or misrepresented information in any form will result in the Tender being rejected.

**Indicated Volumes:** Bidders should note that any stated contract values or volumes provided are estimates and given for information and guidance only and the Council shall not be bound by such estimates. Where estimated annual/whole-life usage/service levels/volumes are indicated in the ITT, such levels are approximate estimates of the annual/whole-life requirements of the proposed Contract. The Council does not guarantee that the usage/service levels/volumes will be restricted to/achieve the amounts stated in the ITT. The successful Bidder will be expected to honour the actual required usage/service levels at the tendered rates.

**Site Visits:** Bidders will be presumed to have taken into account any special difficulties associated with any sites and to have inspected a representative selection of the sites in relation to this opportunity. Information regarding Sites to visit, arrangements for inspection of the Sites and answers to other minor queries may be obtained by contacting the Council’s Authorised Service Officer

**The Chest:** Tenders submitted via The Chest can be submitted or amended as many times as you wish, up to the deadline date and time, although the final on time amendment will only be presented to the Council. Remember to re-submit your Tender should you make an amendment, if you do not, the Council will not see any Tenders from your organisation. Tenders must be submitted strictly in accordance with The Chest instructions.

To complete your Tender via The Chest system you will need to follow the instructions on the site to enable you to return your submission electronically.

**Guides, documents, and The Chest FAQ sections are available to make The Chest as user friendly as possible. These can be found on the homepage of** [**www.the-chest.org.uk**](http://www.the-chest.org.uk) **on the left hand side of the page under the navigation panel.**

Any technical problems associated with this ITT should be reported via ProcontractSuppliers@proactis.com or directly to <http://proactis.kayako.com/default>.  For critical and time-sensitive issues (normally requiring resolution within 60 minutes) call 0330 005 0352.

**General Guidance on Completing ITT Response:** It is very important that you fully answer all the questions that apply to your particular company or organisation. Your application will be rejected if you do not answer all the relevant questions. We may require you to provide additional documents or information to clarify your ITT after you have submitted it.

All Response Sections must be completed without ambiguity and returned as per the instructions provided.

* Explicit and comprehensive responses must be given to the questions as this will be the single source of information, in conjunction with any clarifications/presentations/interviews if required. No assumptions must be made about the information available to the Council and you must therefore make sure that all information you wish the Council to take into account during the process is contained within your Tender, within the limits stated.
* It is essential, and the responsibility of the bidder, to ensure that all supporting documents have been referenced appropriately. Responses can be supported by any relevant documents, illustrations; maps or charts within the limits stated; however please do not include general marketing or promotional material.
* If a bidder omits in genuine error to include any document or supporting information which has been requested by the Council and referenced by the bidder in its response to the ITT, then the Council may (in its absolute discretion) request these missing documents to be supplied. The Council shall not be obliged to request submission of such document or information and reserves the right to take such action (including rejection of a bidder) as it may determine is appropriate in the circumstances.

**Alternative Offers:** The Council is not obliged to consider Tenders or accept alternative offers. Similarly Tenders made subject to additional requirements or alternative conditions of contract may be rejected.

**Bid Validity:** The Tender, in its entirety should remain open for acceptance or non-acceptance by the Council for a minimum period of 270 days from the return deadline stated at 1.4. In the event that the Council does not indicate its acceptance or non-acceptance of a tender within the first 90 days of the 270 days, the following procedure shall apply:

1. The Council will notify all bidders (save those who whose bids may have been earlier disqualified or those who may have already been informed that their bids have not attained the minimum qualifying threshold and have already been informed), simultaneously, of the actual date of acceptance or non-acceptance of the Tender 30 calendar days before that date and shall at the same time invite Bidders to either confirm that the price, pricing schedule, or rates on the submitted Tender is or are still valid. If the Bidder chooses to submit an updated bid price or updated pricing schedules or rates, it shall do so not later than 14 calendar days from the date of receipt of the notification referred to in this paragraph.
2. Should the Council not receive any confirmation from the bidder as required under paragraph (a) and within the specified period of 14 working days, or should it not receive any updated price as indicated at paragraph (a) the Council will proceed on the basis that the bidder does not intend to update the submitted price and therefore it will go on to evaluate the bid on the price submitted on the tender closing date.

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

**No Publicity:** No publicity in relation to the ITT or the contract must be undertaken by bidder during the procurement process.

**No Warranty:** This ITT is made available in good faith but no warranty is given as to the accuracy or completeness of the information contained in it and any liability arising of any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers. In the event that discrepancies are discovered within the ITT documentation, the Council should be notified via The Chest portal immediately.

**Suitability:** Bidders should note that notwithstanding the invitation to submit a tender; the Council makes no representations regarding Bidders’ financial ability, technical competence or ability in any way to provide the Services/Supplies

**Amendments to ITT:** At any time after the issue of the ITT and before the closing date for the submission, the Council reserves the right to make amendments to the documentation or vary the process. The Council reserves the right at any time to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions. Suppliers must take these amendments into account in the preparation of their Application Response.

**Right to Seek Clarifications:** The Council reserves the right to request clarification from a bidder at any time about any matter of their Tender. Where a time limit is given for receipt of a response, and this deadline is missed, the Council may reject the Tender or not consider the late response to the clarification when finalising the evaluation.

**Right to Stop:** The Council reserves the right to cancel this process at any time. The Council is not liable for any costs resulting from any cancellation of this process. The Council does not bind itself to accept the lowest; or any Tender submitted and shall be at liberty to accept or reject (either in part or wholly) any Tender (or modification of such Tender) and/or abort the Tender process at any time prior to award. In such circumstances the Council shall not incur any liability in respect of the Tender submitted and will not be obliged to commence evaluation, or continue to evaluate Tender submissions, or be liable for any costs incurred in connection with preparing and/or submitting and/or negotiating a Tender. All such costs shall be borne by the Bidder themselves

**Option to direct award:** The Council reserves the right to directly award additional or repeat, goods, works or services in accordance with Schedule 5, paragraph 8 of the Act. Additional guidance on the associated conditions that must be satisfied when seeking to rely on this option can be found in the following guidance (see [Guidance: Direct\_Award\_FINAL (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/media/6682c7bd4ae39c5e45fe4e5a/Guidance_-_Direct_Award_FINAL.pdf)).

**Freedom of Information:** All information relating to any Tender made to the Council or any contract to which the Council is party, including information arising under the contract or about its performance is subject to the ‘Freedom of Information Act 2000’ (FOIA) and ‘Environmental Regulations 2004 (EIR) irrespective of when that contract was entered into. The council will be under obligation to disclose such information unless an exemption applies. The Council alone has the duty to determine whether an exemption applies to information and whether the request should be acceded to or refused.

The Council will make information about the Total Contract Price of a bid available under the FOIA and/or EIR after award of the contract. In the absence of special circumstances, the rest of a Tender will be available under FOIA and EIR unless a bidder has notified the Council that it regards any of the information supplied with its Tender to be reserved information (as stated within the FOIA / EIR section), such as unit prices or more detailed pricing information).

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

* has not been clearly marked as such in Part 3 of Document 3B with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
* does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
* in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information; or
* where directed to disclose such information by the ICO or any judicial body;

**Bribery/Canvassing/Collusion:** Any bidder who directly or indirectly canvasses any official of the Council or bribes or attempts to bribe concerning the award of the contract or who directly or indirectly obtains or attempts to bribe information from such official concerning the process will be disqualified and may also be guilty of a criminal offence that may be pursued.

Specifically, Suppliers must not directly or indirectly at any time:

1. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
2. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission
3. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
4. canvass any employees, members or agents of the Council in relation to this Procurement
5. attempt to obtain information from any of the employees, members or agents of the Council or their advisors concerning another Supplier or submission

**Whistleblowing:** The Council takes fraud, misconduct or corruption seriously and is committed to eradicating it. Our policies include a whistle blowing procedure, which enables employees, and staff within partner and contracting organisations to raise, in good faith, any concerns they may have without fear of victimisation. Such concerns may include:

• Health and safety risks;

• Damage to the environment;

• Abuse of vulnerable clients;

• Fraud, bribery and corruption; and,

• Any conduct which is illegal.

Further details can be found on the Council’s internet site. Please ensure that your staff is familiar with these whistle blowing arrangements.

Anti-competitive behaviour: Suppliers are reminded of their obligations under applicable competition laws. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Council under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

**Conflicts of interest** Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Council or its advisers. Suppliers must notify the Council immediately of any actual, potential or perceived conflict of interest.

In the event of any actual, potential or perceived conflict of interest, the Council shall in its absolute discretion decide on the appropriate course of action. The Council reserves the right to:

1. exclude any Supplier that fails to notify the Council of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
2. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Council. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

The Council strongly encourages the supplier to communicate as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

**Conflict assessments:** The Council confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

**Intellectual property:** Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Council and/or its advisers in this Procurement, in whatever format, belong to the Council, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Council. All documentation supplied by the Council in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

**Disclosures:** Under the Rehabilitation of Offenders Act 1974, a person with a criminal record is not required to disclose any spent convictions unless the position they are applying for, or are currently undertaking, is listed as an exception under the act.

As the contractor you will need to ensure all your employees who are working on this project to have an enhanced DBS check. Photographic identification must be carried at all times when working at Council premises, schools, or service user premises.

**Terms and Conditions:** If your Tender is accepted by the Council, you will be required to enter into a Contract with the Council for the provision of the Requirements (“the Contract”). In submitting your Tender you agree to contract on the attached terms and conditions (Document 4). The Council cannot accept amendments to its terms and conditions or alternative terms and conditions. If you seek to amend the Council’s terms and conditions or submit alternative terms and conditions the Council may reject your Tender.

**TUPE:** The attention of Bidders is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006, and as amended ("TUPE") which apply to the transfer of undertakings and award of service contracts.

It the Council’s view that TUPE is unlikely to apply to this procurement exercise in the event of this agreement being awarded to persons other than those currently providing all or part of the services. However, it is each Bidders responsibility to consider whether or not TUPE applies and the consequences for them if they are the successful Bidder. Bidders should seek their own legal advice as to whether TUPE will apply and the financial implications for their Bid.

**Parent Company Guarantee or other securities:** Where a successful Supplier has indicated in their response to Part 3 of the 3A. Response Document (Procurement Specific Questionnaire) (Document 3A) that their immediate or ultimate parent or holding company (as applicable) is prepared to guarantee their performance of the services under the Contract, then the Council reserves the right to request at the same time it awards the Contract a Deed of Guarantee and Indemnity in the form set out in Document 8. This decision is made solely by the Council.

If required, the guarantee:

1. MUST be duly signed by the relevant immediate or ultimate parent or holding company of the successful Supplier (as applicable), as specified in Part 3 of the completed Procurement Specific Questionnaire;
2. but NOT dated; and
3. sent in duplicate prior to the Contract being awarded

Failure by the successful Supplier to supply this document, where they have otherwise indicated that they will procure such a guarantee in their response in their response to question 14 of the Procurement Specific Questionnaire document will result in the award of the Contract and the commencement date for the provision of services being delayed. If the successful Supplier refuses to provide the required form of Deed of Guarantee and Indemnity, then the Council reserves the right to award the Contract to the next highest scoring Supplier on this procurement exercise.

The Council will not accept any proposed amendments to the terms and conditions to the form of Deed of Guarantee and Indemnity. Any attempt to amend the terms and conditions may also result in the Application being equivocal and the Supplier not being awarded the Contract, whereby the Council will award the Contract to the next highest scoring Supplier on this procurement exercise.

Where the Supplier’s parent company is incorporated outside the United Kingdom, the Council will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier’s own cost and expense) as to the capacity/Council of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

Notwithstanding the above, the Council may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Council specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

1. **Council Initiatives and Key Policies**

**Social Value**

Social Value is extremely important to STAR Procurement and its partners, and we are committed to a performance and evidence-based approach to Social Value based on the National TOMs (Themes, Outcomes, Measures) developed by the National Social Value Task Force.

You can find some information on Social Value on the [Social Value pages of our website](https://www.star-procurement.gov.uk/Suppliers/social-value.aspx), including some ideas on [what you can do](https://www.star-procurement.gov.uk/Suppliers/Social-Value-What-Can-I-Do.aspx). You can also find some [cases studies on our website](https://www.star-procurement.gov.uk/Suppliers/Social-Value-Case-Studies.aspx) too to assist your thinking around what you can do.

**Social Value Portal – Not used but providers may need to sign up to the Social Value portal at some point in the contract.**

~~STAR Procurement and its partners have committed to using the Social Value Portal (SVP) (~~[~~www.socialvalueportal.com~~](http://www.socialvalueportal.com)~~) as part of the procurement and contract management process for any contract with an estimated value in excess of £50,000. A guidance document is provided with this Request for Tender to assist you in using the SVP.~~

~~You are required to use the SVP to submit quantitative proposals in support of your response, by the same deadline for submission of this Request for Tender. The completed calculator in the SVP forms the basis of the quantitative element of the Social Value proposal.~~

~~Access to the SVP is not immediate, and you should allow sufficient time for registration and verification on the portal when preparing your submission. Neither the Council, or STAR Procurement, will be held liable for your failure to register and complete the information on the SVP in a timely manner.~~

~~The winning bidder is required to use the SVP throughout the contract period to allow for contract management of Social Value KPIs and commitments.~~

~~The SVP is free to bidders at the bidding stage of this Request for Tender. There is no charge to bidders unless they are successful in terms of this Request for Tender. The winning bidder will be required to contract directly with the SVP who will provide the following services:~~

* ~~Online account with SVP to allow contract management and project reporting account;~~
* ~~Technical support with data entry (e.g. access and functionality issues);~~
* ~~Confirmation of evidence required to satisfy requirements;~~
* ~~Quarterly reports showing progress against targets;~~
* ~~End of project summary report and case study;~~

~~The winning bidder will be invoiced directly by the SVP upon award according to the table below, and will be responsible under the terms of the contract for payment directly to the SVP. The charges consist of an ongoing management fee in relation to the contract value with a minimum charge of £350 up to a maximum charge of £7,500 per contract, per year, for access to the Social Value Portal:~~

|  |  |  |  |
| --- | --- | --- | --- |
| **~~Total Contract Value~~** | **~~< £250k~~** | **~~£250k - £3.35m~~** | **~~>£3.35m~~** |
| **~~Annual Fee~~** | **~~Annual Fee~~** | **~~Annual Fee~~** |
| ~~Annual Fees~~ | ~~£350~~ | ~~0.15%~~ | ~~£7,500~~ |

~~Worked examples: Based on (0.15%)~~

~~Example A:~~

~~The total contract value is £800,000 for a project/contract duration of 2 years:~~

~~The successful contractor would be required to pay the SVP £2,400~~

*~~£800,000 x 0.15%. = £1200 per annum,~~*

*~~£800 x 2 years = £2,400~~*

**~~Worked example based on fixed annual fee~~**

~~Example B:~~

~~The total contract value is £5,000,000 for a project/contract duration of 2 years:~~

~~The successful contractor would be required to pay the SVP £15,000:~~

***~~Year 1 = £7,500~~***

*~~Year 2 = £7,500~~*

*~~Total = £15,00~~*

~~Any bidder that declines to contract with the SVP will have their tender submission rejected and disqualified from the tender process for failure to comply with the Councils minimum requirements.~~

~~Any successful Bidder that refuses to contract, renew any contract, or terminates their contract with the SVP at any point before contract commencement or during the contract term will be considered by the Council to have breached their social value obligations under the contract. In such circumstances, the Council reserves the right to claim back the social value management fee or any fees directly connected to the social value element of the contract either from an interim invoice or from the final payment due to the supplier.~~

**Modern Slavery and Responsible Procurement**

The Council is committed to responsible and ethical procurement practices, and aims to achieve this through the [STAR Responsible Procurement Strategy](https://www.star-procurement.gov.uk/About-us/Docs/STAR-Responsible-Procurement-Strategy-2019-22.pdf) and supporting policies.

The Council recognises its responsibility to take a robust approach to ethical and sustainability issues, especially around modern slavery and human trafficking, which it is absolutely committed to preventing, within its supply chains. All suppliers to the Council are expected to abide by the Councils Core and Additional Expectations as set out in the Responsible Procurement Strategy

The Council is committed to sourcing services, supplies, and/or works in a way that takes into account ethical and sustainable considerations, including: economic, social, labour, and environmental factors, whilst always aiming to procure and act in a way that is morally right, open, fair, and transparent