

INVITATION TO TENDER (ITT)

|  |  |
| --- | --- |
| Tender Title: | Green Belt Assessment Joint Procurement Exercise |
| Find A Tender Reference: |  |
| Tender Reference No: | 25/010 |
| Validity Period: | 90 Days |
| Tender Submission Deadline: | 21 August 2025 |

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**INSTRUCTIONS TO TENDERERS**

1. Introduction
   1. This Invitation to Tender (the “ITT”) for a Green Belt Assessment Joint Procurement Exercise has been issued by Tamworth Borough Council (the “Council”) on behalf of Tamworth Borough Council, Cannock Chase District Council, Lichfield District Council, and South Staffordshire District Council, as a single stage competitive procurement process using the open procedure under section 20 of the Procurement Act 2023. The completed Procurement Specific Questionnaire (the “PSQ”) together with the response to the ITT (the “Tender”) will form the formal application for the contract referred to above. For the PSQ and the Tender to be considered the completed PSQ and Tender response must be returned by the due date and time set out at the end of the Instructions for Tenderers. Failure to return the completed PSQ and/or Tender response will result in disqualification from the evaluation process. Late PSQ and Tender responses will not be considered and will be automatically disqualified.

1. Purpose and Scope of the Contract
   1. The Council wishes to enter into a contract(s) (the “Contract(s)”) for a Strategic Green Belt Assessment by seeking competitive tenders (“Tenders”) from suitably qualified tenderers (“Tenderers”) in response to this Invitation to Tender (“ITT”) with a view to establishing a Contract with a single contractor (the ‘Contractor’) for the provision of the aforementioned services (“Services”).
   2. The term of the Contract shall be fixed for a period from September 2025 to 31 March 2026 subject to Council requirements, the continuing availability of funding, satisfactory delivery of the Services and the agreement of both Parties.
   3. The Services to be undertaken are those outlined in Schedule 1 – Specification.
   4. The price breakdown and rates for the provision of the Services shall be as set out in Schedule 2 – Schedule of Rates and this will form part of the Contract between the Parties.
   5. The Form of Tender is attached for completion by the Tenderer at Schedule 3.
   6. Any Contract resulting from this ITT shall conform to the Draft Form of Contract as set out in Schedule 4.
   7. Evaluation Guidance may be found at Appendix 1.
   8. The Proposal Submission Form to be completed by the Tenderer is attached at Appendix 2.
2. Conditions of Tender
   1. Tenderers accept that by responding to this ITT and in the event their Tender is accepted, the Tenderer will enter into and execute a Contract in the form set out in this ITT document, and subject to the Terms and Conditions of Contract without amendment, deletion or addition. Terms and Conditions of Contract shall be as set out at Schedule 4– the Draft Form of Contract. Alterations, variations or qualifications must not be made to the Draft Form of Contract by the Tenderer, unless signified as acceptable in the Tender documentation, without first obtaining the prior written consent of the Council (which will only be granted in exceptional circumstances) through the formal clarifications process.
   2. Tenderers also accept that by responding to this ITT, they are accepting that the terms and conditions of the Tender and any subsequent Contract are in all circumstances fair and reasonable in all respects and the Contractor shall be bound by the Terms and Conditions of the Contract forthwith and with effect from the Commencement Date of the Contract.
   3. The Council undertakes to consider all Tenders received in response to this ITT and in consideration the Tenderer agrees and accepts that any Tender submitted by the Tenderer shall remain open for acceptance for a period of ninety (90) days from the closing date for the receipt of Tenders, and shall not alter, amend, vary or withdraw without the prior written agreement of the Council.
   4. The Council is not obliged or bound to accept the lowest or any Tender.
   5. The Council will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery of their Tender.
   6. Tenders must include prices for all Services to be provided and any work to be undertaken in order to provide the Services as defined in the Specification. Alterations, variations or qualifications must not be made to the Specification by the Tenderer, unless signified as acceptable in the Tender documentation, without first obtaining the prior written consent of the Council (which will only be granted in exceptional circumstances) through the formal clarifications process. Where such alterations, variations or qualifications are permitted then, unless otherwise agreed in writing by the Council, the Tenderer must provide prices for both the original and the revised Specification.
   7. The Tenderer warrants that in the event that its Tender is accepted by the Council and a Contract is established, it has, and shall continue for the valid term of the Contract to ensure that it will commit sufficient resources, materials, finances, adequately and appropriately trained and skilled employees as are necessary in order for the Contractor to provide the Services in accordance with the provisions and standards set out in the Specification and the Contract.
   8. Tenderers should be aware that information supplied in any submission to the Council may be disclosed to third parties who make a request in writing under the Freedom of Information Act 2000. The FOIA requires the Council to confirm whether it holds the information requested by the third party and to provide copies of the information unless the information is wholly or partially exempt from disclosure. The statutory exemptions include information supplied in confidence or which is commercially sensitive. Tenderers **MUST** specify with their Tender submission what, if any, information they consider to be in confidence or commercially sensitive and explain why. Whether the information is exempt is for the Council to decide but the Council shall take into account any representations made by Tenderers. The Information Commissioner may be the ultimate decision-maker on whether information is exempt. Prospective Tenderers should make themselves aware of the implications of the FOIA. The Information Commissioner’s website (<http://www.ico.org.uk/>) provides further guidance on the FOIA.
   9. The Council is responsible for determining the IR35 status of a contractor where they fall under the definition of a personal services company, and will be required to deduct tax at source, including Pay as You Earn (PAYE) and National Insurance (NI), through the Real Time Information (RTI) system where appropriate.
   10. The Council reserves the right to disqualify (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer or Consortium Member (as the case may be) may attract) any Tenderer or Consortium Member (or its directors or any other person who has powers of representation, decision or control of the Tenderer or Consortium Member), who, in connection with this ITT:
       1. offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT.
       2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption.
       3. does anything which would constitute the offence of bribery, where the offence relates to active corruption.
       4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010.
       5. canvasses any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT.
       6. contacts any officer of the Council prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer of the employment of such officer).
       7. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderer or Consortium Member of any other Tenderer (other than its own Consortium Members or supply chain).
       8. enters into any agreement or arrangement with any other Tenderer (or Consortium Member of any other Tenderer) to the effect that it shall refrain from making a Tender or as to the amount of any Tender to be submitted.
       9. canvasses any person connected with this ITT who is not one of its own Consortium Members or one of its own team.
       10. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender (or proposed Tender) any act or omission.
       11. communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).
       12. enters into any agreement with any other Tenderer (or a Consortium Member of any other Tenderer) aimed at distorting the outcome of the competition.
       13. undertakes to unduly influence the decision-making process of the Council; or
       14. undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
   11. Tenderers are required to complete and submit certificates of non-collusion and non-canvassing.
3. Conflicts of Interest
   1. Tenderers 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. Tenderers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
   2. 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 Tenderer 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 Tenderer and require any Tenderer to take reasonable steps to mitigate a conflict of interest. This may include requiring any Tenderer to enter into a specific conflict of interest agreement with the Council. Failure to do so may result in the Tenderer being excluded from participating in, or progressing as part of, the Procurement process
   3. The Council strongly encourages Tenderers to contact the Council as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.
   4. 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.
4. Preliminary Market Engagement
   1. Having previously tendered for the project unsuccessfully, the Council contacted a number of potential suppliers directly for some soft market research to enquire as to what might be a reasonable timeframe for undertaking the project. As part of those conversations, the Council was required to provide some basic information on the scope and geography of the project, and the Council’s preferred timeframe for completion.

The outcome of the soft market research has informed the Council’s approach to the timetable for the project. The specification has been updated to reflect the Council’s preferred timetable, whilst acknowledging that the market research indicated that a longer timetable might be appropriate in order to attract more interest in the work. All of the relevant information is included in Schedule 1 “SPECIFICATION”. A preliminary market engagement notice was not published.

1. Issue of Further Information
   1. The Council expressly reserves the right to issue further instructions and clarifications and to alter and amend any of the documents comprised in this ITT up to the final date for receipt of tenders.
   2. Should the Tenderer have any queries requiring clarification prior to the submission of their Tender in respect of any part of the Tender Documentation, they must submit a written request via the correspondence facility on in-tend. Any such requests must be made in writing by no later than 2pm on 14 August 2025. Queries and/or requests for clarification will NOT be answered after this deadline. Replies will be sent to all Tenderers as a Clarification Notice via in-tend, although the anonymity of the person raising the query will be maintained.
   3. A Tenderer will be deemed for all purposes connected with the Tender and the Contract to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume, and character of the Services associated with providing Planning Consultancy Joint Procurement. The extent of the resources, personnel and any equipment which may be required to fully provide the Services and any other matter which may affect its Tender shall be deemed to be understood by the Tenderer. The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Council to the Contractor in respect of the Services by reason of the Specification being different to that envisaged by the Tenderer or otherwise.
2. Price & Rates Schedule
   1. All prices and rates shall be exclusive of Value Added Tax but must include all charges, costs, disbursements, and expenses (including, without limitation, all costs and charges for labour, parts, materials, travelling and other expenses, all relevant taxes, other than Value Added Tax, duties and other relevant and applicable sums).
3. Information Required with Tender Submission
   1. Where specified in the ITT document, Tenderers **MUST** provide their responses in the order and manner requested. It is not sufficient to merely state that the Tender is “compliant” with the requirement/service specification stated. All Tenders will be verified to ensure that all of the details and information requested has been provided.
   2. Tenderers **MUST** complete the PSQ and Proposal Submission Form Appendix 2.
   3. Tenderers **MUST** supply method statements of how they will provide the Services and fulfil the requirements of any subsequent Contract. The method statements will, where relevant, briefly demonstrate how previous experience of similar and successful projects will be utilised to beneficially deliver the Services. Further information on the details to be provided and how this will be scored are provided in the Evaluation Guidance at Appendix 1.
   4. Tenderers **MUST** provide the contact details of referees for whom the similar type projects have been performed by the Tenderer as described in the PSQ section of this ITT. Details must include postal, telephone and e-mail addresses.
   5. Tenderers **MUST** indicate if any of the processes, Services or works (or any parts thereof) are to be sub-contracted and state the sub-contractors that the Tenderer is proposing to use. The Tenderer must provide such details as may be requested in relation to each subcontractor in the PSQ section of this ITT.
   6. The Tenderer **MUST** complete **Schedule 2 – Schedule of Rates** of this ITT document, the **Proposal Submission Form at Appendix 2** and the **Form of Tender at Schedule 3** based upon the requirements in the Specification at Schedule 1. The Schedule of Rates shall form Schedule 2 to any subsequent Contract awarded. The rates submitted by the Tenderer shall be firm and fixed for the term of any subsequent Contract.
4. Social Value
   1. Before starting a procurement exercise the Council is legally required by the Public Services (Social Value) Act 2012 to consider how the services they propose to procure "might improve the economic, social and environmental well-being" of the area in which the services are to be provided (section 1(3) Public Services (Social Value) Act 2012). In meeting this requirement, the Council looks to achieve social value from all goods, works and services that it procures and as a result includes social value as part of its assessment of value for money and determining the most advantageous tender. The Council is actively seeking contractors who share their commitment to proactively deliver additional social value to the Borough. Bidders are free to choose those measures that are proportional and relevant to their business and this specific Contract from the attached Social Value Priorities and Pledges document.
   2. Delivery of social value measures (“Social Value”) should not be included as an additional cost to the cost of delivering the Services.
   3. Evaluation Guidance for the Social Value element is provided in Appendix 1.
5. Award Process
   1. All Tenders will be verified to ensure that all of the details and information requested has been provided. The evaluation process aims to identify the most advantageous Tender. The successful Contractor will be selected on this basis and the Contract awarded. As stated in paragraph 3.4 above, the Council is not obliged or bound to accept the lowest or any Tender.
   2. The criteria to be used by the Council in the evaluation process will be those set out below which include:
   3. **Price**

The overall weighting for the Tender Price is 15%. The Total Tender Price will be evaluated using the following methodology:

Lowest Total Tender Price x Weighting = Score

Total Tendered Price

* 1. **Quality**

|  |  |  |
| --- | --- | --- |
| **ITEM** | **CRITERIA** | **WEIGHTING** |
| 1 | Quality | 80% |
| 2 | Social Value | 5% |

* 1. A more detailed breakdown of criteria, sub-criteria and how Tenders will be scored may be viewed at Appendix 1, Evaluation Guidance and Appendix 2 Proposal Submission Form.
  2. Tenderers **MUST** provide sufficient written evidence to the Council in their Tender submission to fully demonstrate their skills and experience in relation to the above items in line with key deliverables identified in Schedule 1.
  3. The Council aims to comply with its obligation of transparency in the procurement process. However, the Council reserves its right not to provide information relating to the evaluation process including where, in the reasonable opinion of the Council (which shall be final), the provision of such information may compromise commercial confidentiality of any party.
  4. During the process of evaluating Tenders, the Council may seek clarification from Tenderers relating to their Tender submission. This will usually be conducted via the correspondence facility on in-tend but may, where considered appropriate, be conducted at a meeting.
  5. Indicative Timetable:

|  |  |
| --- | --- |
| 24 July 2025 | ITT posted on in-tend e-procurement system, Find a Tender service |
| 21 August 2025 | Tender submission deadline  (Minimum 25 days) |
| Week Commencing  26 August 2025 | Evaluation of bids/Clarifications |
| 05 September 2025 | Assessment Summaries sent to Tenderers |
| 18 September 2025 | Standstill period Ends  (minimum 8 Working Days)  and Contract Finalisation  and Signature |
| TBC | Service commencement |

1. Disqualification of Tenders
   1. The Council reserves the right to disqualify Tenders received where the Tender:
      1. does not comply with the Specification or any other conditions as stated in the ITT document; and/or
      2. does not include all documentation or information requested/required by the Council as stated in the ITT document; and/or
      3. requires or implies any variation to the terms and conditions of the Contract as set out in the ITT document; and/or
      4. includes prices, costs and/or rates which are stated in the Tenderer’s Tender as being subject to variation or are uncertain, imprecise or not presented in the form prescribed in the ITT document; and/or
      5. is delivered late due to any reason whatsoever. It is the sole and absolute responsibility of the Tenderer to ensure that its Tender response is made electronically by the due date and time specified in the ITT document.
   2. The submission of false or incorrect information or declaration(s) will invalidate the Tender and, if not identified by the Council until after the award of Contract, will be considered a fundamental breach of the Contract.
2. Commercial & Technical Contacts
   1. Any correspondence of a commercial nature related to this ITT (including Tender procedures, terms and conditions of contract, etc) or technical questions regarding the specification must be directed through the correspondence facility on the in-tend portal at <https://in-tendhost.co.uk/tamworthbc> for the attention of:

**The Procurement Team**

**Tel: 01827 709371**

* 1. The telephone number should only be used in relation to problems described at paragraph 14.5 below.

1. Tender Returns
   1. The Council must receive the Tenderer’s fully priced Tender by the return time and date specified at paragraph 14.4 below.

**LATE RETURNS WILL NOT BE ACCEPTED AND WILL BE AUTOMATICALLY DISQUALIFIED**

* 1. Tenders **MUST** be submitted electronically using the ‘Submit my Return’ function on the in-tend portal at <https://in-tendhost.co.uk/tamworthbc> in either PDF format or in a format which is compatible with Microsoft365. Tenders submitted by any other means will not be considered, unless otherwise directed, and will be disqualified.
  2. Electronic links to other websites, or similar, where completed Tender or associated documentation may be viewed or downloaded by the Council will not be accepted.
  3. Tenders, together with any supporting documentation, **MUST** be received electronically at the in-tend portal by no later than:

**Thursday 21 August 2025 at 2pm**

* 1. Late receipt of electronic documentation will result in the disqualification of the submission. Tenderers are advised, wherever possible, to submit their documents electronically well before the submission deadline as submissions attempted close to the deadline may experience delays and may result in some Tender documentation not being received and accepted. Any problems uploading submissions **MUST** be reported to and received by the Procurement Team, listed at paragraph 13.1 above, before the submission deadline. The time taken to identify and resolve problems at short notice where the Tenderer is culpable may exceed that remaining to the submission deadline and thus result in disqualification of the attempted submission. Where Tenderers are unable to upload their submission and the report of the problem is received after the submission deadline, this will result in the disqualification of the submission. The Council accepts no liability of any kind for any submissions that are incorrectly or not delivered. It is the Tenderer’s responsibility to ensure that their Tender documentation is submitted electronically before the closing date and time indicated at paragraph 14.4 above.

Schedule 1 SPECIFICATION

1. **Introduction**

Cannock Chase District Council, Lichfield District Council, South Staffordshire District Council and Tamworth Borough Council (the councils) wish to invite a suitably experienced and qualified consultant to undertake a Green Belt Assessment that will inform the authorities future plan making and decision taking. The assessment must be prepared in accordance with national guidance contained in the Planning Practice Guidance (PPG).

1. **Background**

The councils are currently at varying stages of their plan making under the existing legislative framework, however all will need to transition quickly to preparing a new Local Plan under the new planning system being introduced through the Levelling Up and Regeneration Act 2023 (LURA), that is expected to come into force through regulations later in 2025.

Development pressures for each of the councils have increased significantly following the introduction of the updated Standard Method for calculating local housing need in December 2024, with the results of this set out below:

|  |  |
| --- | --- |
| **Authority** | **Local Housing Need - December 2024 Method** |
| Cannock Chase | 518 dwls per annum |
| Lichfield | 745 dwls per annum |
| South Staffordshire | 651 dwls per annum |
| Tamworth | 445 dwls per annum |

Whilst the councils will still need to formally go through the steps outlined in paragraph 147 of the NPPF prior to concluding that exceptional circumstances exist to justify amendments to Green Belt boundaries, early indications suggest it is very likely that there will be an insufficient supply of deliverable housing sites to meet identified needs without Green Belt release.

Each of the council’s do currently have their own individual Green Belt assessments which can be shared with the successful supplier, however these are now several years old and do not reflect changes to national policy introduced in December 2024, principally the introduction of grey belt. Therefore, it is now essential that an updated Green Belt Assessment is produced reflective of current national policy and guidance. This is essential to ensure that the councils have robust evidence to justify which parts of their Green Belt are provisionally grey belt, in order to consider these sequentially ahead of other Green Belt locations - as required by paragraph 148 of the NPPF – through their plan-making. Equally, the Green Belt Assessment will provide important evidence for case officers when determining planning applications that contend to be grey belt.

The councils are commissioning this assessment jointly to reflect the advantages of considering Green Belt at a more strategic scale and to potentially better align with new administrative geographies being considered as part of local government reorganisation.

1. **Requirements**

The Green Belt Assessment should cover all Green Belt within the councils’ administrative boundaries. In addition, the study should include the small part of the West Midlands Green Belt within Stafford Borough Council’s administrative boundary. Whilst Stafford Borough Council are not a commissioning authority, assessing the West Midlands Green Belt in their area will ensure that all of the West Midlands Green Belt that falls within Staffordshire is assessed through this assessment.

The assessment must follow the guidance for Green Belt Assessment detailed in the [Planning Practice Guidance](https://www.gov.uk/guidance/green-belt) (PPG)[[1]](#footnote-2), including the provisional identification of land as grey belt.

The methodology for identifying assessment areas (or parcels) for the purpose of identifying grey belt must have regard to PPG Paragraph: 004 Reference ID: 64-004-20250225. The identification of assessment areas is considered a key stage of the overall assessment process, particularly in ensuring they are sufficiently granular to ensure that they are drawing out variations in contribution to Green Belt purposes. It is therefore envisaged that agreeing assessment areas with the steering group must be done prior to further assessment. It is also envisaged that as part of identifying assessment areas, engagement with neighbouring authorities may be appropriate to ensure consistency with neighbouring areas assessments where possible.

1. **Outputs and format**

Key output should include as a minimum (but may not be limited to):

* Inception meeting with officer steering group
* Consultation on draft methodology
* Identification and justification for assessment areas, following agreement with the steering group
* Consultation with neighbouring authorities to inform methodology and assessment areas
* Assessment matrix supported with explanatory text
* Maps, GIS output files, illustrations, tables and text presenting findings in a clear and easy to understand format
* Liaise and feedback to officers throughout the assessment and meet with the project team (via MS Teams) to discuss the final draft report prior to producing the final report
* Final report presenting findings, to include an executive summary
* MS Word and pdf version of the final report and appendices in an accessible format in line with Government [accessibility guidance](https://www.gov.uk/guidance/publishing-accessible-documents).
* The consultant should ensure that the study is fully compliant with the Equality Act, Data Protection, Freedom of Information and any other statutory requirements.

1. **Timescales**

The councils are keen to progress the project as soon as possible given that several are currently in the process of developing new local plans under the current transitionary arrangements. The uncertainty around the identification of land as grey belt is another reason it is important for the work to be undertaken as soon as possible. With that in mind, the councils would be looking for the work to preferably be completed before the end of 2025. We are however mindful that the project covers a large area, and there are a number of similar projects being undertaken in the region currently. We would therefore not discourage submissions that are unable to meet the suggested timeframe, however it should be noted that the timeframe for delivery will form part of the assessment criteria when scoring submissions

APPENDIX 1 – EVALUATION GUIDANCE

1. GENERAL INFORMATION
   1. All Tenders will be verified to ensure that all of the details and information requested has been provided. The Council reserves the right to disqualify any Tender submission that is incomplete or displays any issues listed in section 12 of the ITT Document.
   2. Tenderers **MUST** provide sufficient written evidence to the Council in their Tender submission to fully demonstrate their skills and experience in relation to the items below in line with key deliverables identified in the Specification. Tenderers will be expected to address and provide their response for each criterion in a clearly labelled manner. The Evaluation Panel will not search through large quantities of submitted data in an attempt to retrieve relevant information for each criterion. Any Tender submission that does not clearly identify the response for each criterion may result in some or all marks for that criterion not being awarded.
   3. The evaluation process will identify the most advantageous Tender and the successful Contractor will be selected on this basis and the Contract awarded. The Council is not obliged or bound to accept the lowest or any Tender and Contracts may be awarded in whole or in part, or not at all.
   4. An Evaluation Panel will mark the Tenders based on the Criteria set out in paragraph 1.7 below and will individually mark the Tenders. The Evaluators will then attend a moderation meeting during which a moderated score for each question will be agreed (by majority where necessary).
   5. The Council reserves the right to seek clarification from any or all of the Tenderers during the evaluation period. This will usually be in writing via the in-tend correspondence facility but may, where considered appropriate, be conducted as a meeting.
   6. After the receipt of Tenders, and following initial evaluation, the Council may issue written clarifications and/or hold clarification meetings with Tenderers to test the robustness of written submissions and the viability of specific delivery proposals. As a result of any such written clarifications or meetings, marks awarded by the panel to Tenderers may be amended. The Council reserves the right to adjust scores accordingly, in-line with clarification responses, where appropriate.
   7. The criteria to be used by the Council in the evaluation process will be those set out in Appendix 2 - Proposal Submission Form.
2. EVALUATION OF PSQ SUBMISSION
   1. Tenderers must score a “pass” for each section of the PSQ in order to progress to having their tender submission scored.
3. EVALUATION OF QUALITY RESPONSE
   1. The table below sets out how marks will allocated for each question:

**Scoring Criteria**

|  |  |  |
| --- | --- | --- |
| 0 | **Unacceptable** | Unable to assess due to the lack of evidence/unsatisfactory level of detail provided. The proposal does not demonstrate an understanding of the Council’s essential requirements and issues with the proposal either being non-compliant or with a major risk that the intended outcomes/ performance standards will not be achieved and delivered |
| 1 | **Poor** | The proposal demonstrates extremely limited understanding of the Council’s essential requirements, with a significant risk that the majority of the intended outcomes/ performance standards will not be achieved and delivered with the level of evidence in support of the proposal deficient in the majority of areas. Proposal shows significantly more weaknesses than strengths. |
| 2 | **Concern** | The proposal demonstrates some understanding and addresses some of the Council’s essential requirements. There is a risk that many of the intended outcomes/ performance standards will not be achieved and delivered with the level of evidence in support of the proposal deficient in certain areas. Proposal shows a balance of weaknesses and strengths. |
| 3 | **Acceptable** | The proposal demonstrates reasonable understanding of all or most of the Council essential requirements and issues and provides an acceptable degree of confidence that all or most of the intended outcomes/ performance standards will be achieved and delivered with an acceptable level of evidence in support of the proposal, but with some minor reservations. Proposal shows more strengths than weaknesses. |
| 4 | **Good** | The proposal demonstrates a good understanding of all or most of the Council’s essential requirements and issues and provides a high degree of confidence that all or most of the intended outcomes/ performance standards will be achieved and delivered with the level of evidence in support of the proposal fully meeting expectations. |
| **5** | **Excellent** | An excellent response which demonstrates a comprehensive understanding of all of the Council’s essential requirements and issues and providing an exceptional degree of confidence that all or most of the intended outcomes/ performance standards will be achieved and exceeded in most respects with the level of evidence in support of the proposal exceeding expectations and demonstrating clear and strong evidence of delivery. |

Once marked the score shall be calculated as follows:

Mark Awarded x Weighting (%) = Score

Maximum Mark Available

1. EVALUATION OF SOCIAL VALUE RESPONSE
   1. The overall weighting for Social Value is 5%.
   2. The weighting for this criterion is 5%. The Tenderer is expected to provide details of the Social Value Pledges they intend to make as part of this contract. The Council is looking for Tenderers to be innovative with their Social Value offers but also be able to demonstrate that they have a credible process in place to deliver what is being offered. Please see the attached Social Value Priorities & Pledges to see our priorities and how you can help achieve them. The Pledges promised will need to be evidenced throughout the life of the contract. The Tenderer will be expected to demonstrate how they will monitor and report on the progress of their pledges to the Council.
   3. Responses for Social Value will be marked on a scale of 0 to 5. The table below sets out how these marks are allocated:

|  |  |  |
| --- | --- | --- |
| Score | **Rating** | Rationale |
| 0 | **Unacceptable** | Does not meet the requirement. Does not comply and/or provides insufficient information to demonstrate that the bidder has the understanding or ability to deliver social value commitments in line with the Council’s priorities. |
| 1 | **Very Poor** | Significant reservations regarding the bidder's understanding and ability required to provide social value in line with the Council’s priorities, with little or no ' evidence to support the response |
| 2 | **Concern** | Some reservations regarding the bidder's understanding and ability required to provide social value in line with the Council’s priorities with minimal evidence to support the response |
| 3 | **Acceptable** | Satisfies most aspects of the requirement. The response demonstrates the commitment, understanding and ability required to deliver social value in line with the Council’s priorities, with evidence to support it and where the evaluator has reservations, these are minor in nature |
| 4 | **Good** | Satisfies all or most aspects of the requirement with good clarity. The response demonstrates the understanding, relationships and ability required to deliver social value in line with the Council’s priorities. The response clearly identifies clear local responses and provides a clear action plan for delivery. Whilst there may be slight deficiencies in some areas these do not detract from the overall solution offered |
| 5 | **Very Good** | Satisfied all aspects of the requirement. The response demonstrates exceptional local awareness, understanding and ability required to deliver social value in line with the Council’s priorities. Response identifies factors that will offer a clear lasting legacy locally with a robust local action plan |

1. SELECTION OF SUCCESSFUL TENDERER

The successful Tenderer will be chosen based upon the highest overall weighted scores identified through the Criteria Questions, Pricing evaluation and Social Value evaluation.

PROCUREMENT SPECIFIC QUESTIONNAIRE

**Introduction for Suppliers**

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

The Procurement Specific Questionnaire (PSQ) contains guidance to ensure that suppliers share the right information when participating in a procurement. This is separate from the formal Tender submission. The PSQ consists of three parts:

**Part 1 – confirmation of core supplier information**: suppliers participating in procurements are required to registered on the Central Digital platform (CDP) accessible at [www.gov.uk/find-tender](http://www.gov.uk/find-tender). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the Council 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. Part 1 provides confirmation that the supplier has taken this step.

**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 persons’[[2]](#footnote-3)) 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 the procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying upon to meet the procurement’s conditions of participation. These could either be consortium members or key subcontractors (but excludes any guarantors). These suppliers are “associated persons” and their exclusions information must be shared with the Council. We recommend that 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 subcontractors who are being relied upon to meet the conditions of participation (who are associated persons), suppliers need to share an exhaustive list of all their intended subcontractors which will be checked against the debarment list.

If a subcontractor 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 subcontractor should be provided once their identity and role is confirmed. This information should be shared with the Council as soon as possible and at least by final tenders.

**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.

The PSQ will set out how the information provided by suppliers in response to each question will be assessed.

Suppliers should note that contracting authorities have legislative duties to publish certain information which relates 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

Where a supplier is unsure or requires any clarification, they should check with the Council.

**Conditions of Participation**

The object of this PSQ is to assess whether each supplier is of appropriate standing to have their full tender evaluated by the Council. Only those suppliers who pass all sections of this PSQ will proceed to have their full tender evaluated. A failure to pass any question within this PSQ will result in the supplier being disqualified from the process and their submission will not be evaluated further.

The Conditions of Participation, against which suppliers’ responses to this PSQ will be evaluated, are as follows:

|  |  |
| --- | --- |
| **Section of PSQ** | **Requirements** |
| Preliminary Questions | * This section must be fully completed |
| Part 1 – Core Supplier Information from CDP | * All suppliers must complete this section with the requested information. * If any of requested information is not provided (including a CDP share code or pdf file), the Council reserves the right to disqualify the supplier from this process |
| Part 2A – Associated Persons | * The Council will use its discretion under the Act in relation to any Associated Person which is an excludable supplier * Where any associated person does not pass the requirements of this section, the Council will give the supplier an opportunity to replace the proposed Associated Person in accordance with the requirements of the Act. Where the Supplier is unable to replace the intended subcontractor in question with an acceptable alternative, the Supplier will be disqualified from the process. |
| Part 2B – Intended Subcontractors | * Where any intended subcontractor is on the debarment list the Council will give the Supplier an opportunity to replace the intended subcontractor in accordance with this requirements of the Act. Where the Supplier is unable to replace the intended subcontractor in question with an acceptable alternative, the Supplier will be disqualified from the process. |
| Part 3 – Specific Questions relating to Conditions of Participation | The scoring mechanism will be pass/fail requirements for each question in this section relating to:  Financial capacity  Legal capacity  Technical ability |

1. Paragraphs 001-014. Reference ID: 64-20250225 [↑](#footnote-ref-2)
2. Connected Persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to a supplier or a connected person of the supplier. [↑](#footnote-ref-3)