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| Private Rented Sector Licensing and Inspection | |
| Invitation to Tender (ITT) Open Procedure | |
|  | |
| **Project Reference:** | RBC P 00002379 25-S-031 |
|  |  |
| **Deadline for Submissions:** | 14:00, 6 October 2025 |

Note to Tenderers: It is the responsibility of Tenderers to register on the Supplier Information System (SIS) on the Central Digital Platform (CPD), to ensure their core supplier information is up to date on this system, and to answer the questions in that system to enable the Authority to determine whether any exclusion grounds apply. Tenderers must share the information with the Authority via the system’s sharing facility as detailed in this document.

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Tender Documents

*The following documents form part of this tender pack:*

1. Specification (Annex 1)
2. Contract Terms & Conditions (Annex 3)
3. Standard Forms (Annex a - e)
   1. Form of Tender
   2. Non-Collusion Certificate
   3. Conflict of Interest
   4. Commercially Sensitive Information
   5. Confidentiality Certificate
   6. TUPE
4. ITT Stage 1 - Procurement Specific Questionnaire (PSQ)
5. ITT Stage 2 - Quality Questions
6. ITT Stage 2 - Pricing Document (Annex 2)
7. Social Value Measuring Matrix
8. Product Assessment Criteria for Service Providers holding Personal Identifiable Data
9. Product Assessment Criteria for Service Providers holding Personal Identifiable Data (Guidance)

# Section 1: Introduction & Background

1. Introduction
   1. This Procurement is being conducted in accordance with the Procurement Act 2023 using the Open Procedure. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission
   2. Reading Borough Council (the Authority) invites suitable organisations to tender for the following opportunity:

|  |  |
| --- | --- |
| **Project Title** | Private Rented Sector Licensing and Inspection  [Project ref 25-S-031] |
| **Contract Commencement Date (anticipated)** | December 2025 |
| **Estimated Total Contract Value** | TOTAL CONTRACT VALUE £3,318,600 (with extensions) |
| **Initial Contract Duration** | 5 years |
| **Extension Period(s)** | 2 years |
| **Procurement Model** | Single supplier contract |
| **Procurement Procedure** | Open Procedure |
| **Price / Quality %** | Price 40% Quality 60% |
| **Contract Terms** | RBC terms |

1. Background
   1. Reading Borough Council
      1. Reading Borough Council is a Unitary Authority located in Berkshire serving a population of more than 170,000 people. Further information on the profile of Reading Borough can be found at: [www.reading.gov.uk/about-reading/borough-profile/](http://www.reading.gov.uk/about-reading/borough-profile/)
      2. The Authority adopted a corporate plan for 2025-2028. The plan describes our key themes which our residents, businesses and partners have been consulted upon and has been developed to support change in Reading. The Councils priorities are set against these themes:
      * Promote more equal communities in Reading
      * Secure Reading’s economic and cultural success
      * Deliver a sustainable and healthy environment and reduce Reading’s carbon footprint
      * Safeguard and support the health and wellbeing of Reading’s adults and children
      * Ensure Reading Borough Council is fit for the future

Full details of the Council plan are at <https://www.reading.gov.uk/the-council-and-democracy/council-strategies-plans-and-policies/corporate-plan/>

Project background

2.1.3 The Council currently operates a licensing scheme under the housing Act 2004 for larger houses in multiple occupation with 5 or more occupants, this is the national mandatory licensing scheme. Approximately 1,400 properties are licenced (or in the process of being licenced) on this scheme.

2.1.4 The Housing Act contains provisions for the Council to designate discretionary licensing schemes, additional licensing to cover smaller houses in multiple occupation and selective licensing to cover all rented properties, within a designated area.

2.1.5 The evidence to support introduction of discretionary licensing scheme was gathered through a Boroughwide Stock Condition Survey. The main features of the Stock Condition Survey included:

* + Reading’s Private rented Sector (PRS) is now calculated to be 39.9% of all housing stock.
  + The PRS in Reading is distributed across all 16 wards.
  + Reading has a mixture of high and low deprivation wards. 8 of 16 wards have aggregated IMD rankings below the national average.
  + Reading has a lower proportion in fuel poverty (10.3%) than the national average.
  + There are 4,297 private rented properties in Reading that are likely to have at least 1 serious housing hazard distributed across all wards.
  + Reading Borough Council recorded 3,117 complaints and service requests from private tenants and others linked to PRS properties over 5-years.
  + 1,084 PRS properties are likely to fail the basic energy efficiency requirement.
  + Reading's house in multiple occupation (hmo) population has been estimated to comprise a total of 3,272 properties.
  + Analysis shows that 1,230 hmos in Reading are predicted to have at least one serious hazard.
  + During inspections, officers identified 701 Category 1 and 2 hazards (HHSRS).

The full survey and accompanying report can be found in the papers for Housing, Neighbourhoods and Leisure Committee - Wednesday, 21st February, 2024 6.30 pm at democracy.reading.gov.uk 2.1.6 Following the stock condition report a statutory consultation exercise was completed in June-August 2024, which is published online at <https://reading.govocal.com/en-GB/projects/prsconsultation>

1. Project Scope

3.1 The outcome of the consultation was a decision to proceed with the designation of both additional and selective licensing schemes. A further decision was made to seek a delivery partner to administer the scheme. This tender seeks a delivery partner, to support additional (hmo) licensing and selective licensing designations in Reading under the Housing Act 2004 parts 2 and 3.

3.2 The Council has delegated powers to officers to designate four discretionary licensing schemes

3.2.1 Additional hmo licensing scheme for smaller houses in multiple occupation (3-4 occupants). This would cover the whole Borough, equating to around 1600 properties. Section 257 hmos divided into self-contained flats are not proposed to be covered in the designation

3.2.2 Selective licensing of all rented properties in Battle ward, to the west of Reading town centre. This is estimated to cover approximately 1800 properties.

3.2.3 Selective licensing of all rented properties in Park ward, to the east of Reading close to the university. This is estimated to cover approximately 1500 properties.

3.2.4 Selective licensing of all rented properties in Redlands ward, to the east of Reading close to the university and adjacent to Park ward. This is estimated to cover approximately 1900 properties.

The estimated number of properties is based upon 80% of the predicted number of licensable properties identified in the stock condition report.

3.3 A further delegation has been received to enter into a 5 year contract with the possibility of a 2 year extension to implement the schemes outlined in 3.2.1 and 3.2.2. Further extensions are subject to approval.

3.4 The designations are proposed to be made to tackle the areas /sectors with the worst property conditions within the borough in particular relating to hazards and property conditions. The proposed selective licensing designations are proposed to be made on the ground of poor property conditions.

3.5 Full details of the scope and requirements can be found in the Specification at Annex 1. The tender documents contain proposals for the required services (including application processing, inspections and compliance monitoring) and provision of software for this tender.

1. Preliminary Market Engagement

4.1 The authority has contacted other local authorities who have operated similar schemes. RBC established that the market is currently very niche. A supplier used by other local authorities has been contacted for initial advice and guidance to assist RBC with its understanding of current practice.

4.2 In addition, RBC consulted its supplier of software provider for processing mandatory hmo licence applications and related property inspections.

4.3 Preliminary market Engagement has enabled RBC to develop a suitable specification and confirm that the use of Lots is not suitable. It is possible that if the project develops sufficiently then lots may be appropriate in the future.

4.4 A preliminary market engagement notice has not been published. Details will be noted in the Tender Notice.

# Section 2: Tender Procedure

1. Key Activity and Timescales
   1. The key indicative dates for this procurement are as follows:

|  |  |
| --- | --- |
| Procurement Stage | Date |
| Tender Notice and Tender Documents, including ITT, Published | 10 September |
| Pre-Tender Submission Clarification Deadline | **14:00hrs 29 September 2025** |
| ITT Deadline [having observed the mandatory minimum tender timescales] | 14:00hrs 6 October 2025 |
| Evaluation of Tenders against Award Criteria (Start) | 7 October 2025 |
| Evaluation of Tenders against Award Criteria (End) | 17 October 2025 |
| Contract Award Letters and Assessment Summaries to CAP then issued | 28 October 2025 |
| Contract Award Notice Published | **28 October 2025** |
| Standstill Begins [8 working days] | 28 October 2025 |
| Standstill Ends [8 working days] | 7 November 2025 |
| Contract Details Notice and Contract Published | **18 November 2025** |
| Supplier Planning Meeting | **November 2025** |
| Contract Start Date | December 2025 |
|  |  |
| Commencement of stakeholder launch events | December 2025/January 2026 |
| Commencement of applications received\* | January 2026 |
| Commencement of inspections\* | March 2026 |

\* Subject to successful designation of the boroughwide additional hmo licensing scheme under housing Act 2004 ss56-60.

* 1. The Authority will endeavour to adhere to the following timetable but will not incur any liability whatsoever for any changes that become necessary. Any changes to this timetable shall be notified to tenderers as soon as is practicable.

1. Tendering Procedure
   1. Tenderers must read and abide by the Tendering Rules set out in this document. Failure to do so may result in the tenderer’s submission being disqualified.
   2. Tenders must be completed and submitted via the Authority’s online eProcurement portal (In-Tend), as per the deadlines stated in table 5.1 above.

***Please note: To ensure important eProcurement portal notifications are received by your organisation, please check your spam/junk inbox, as initial notifications may automatically go into these inboxes.***

* 1. Tender submission should consist of the following completed and properly signed documents:
* ITT Stage 1 – Procurement Specific Questionnaire (PSQ)
* ITT Stage 2 – Quality Questions
* ITT Stage 2 – Pricing Document (Annex 2)
* ITT Stage 2 – Annex a – f forms
* Social Value Measuring Matrix
* Product Assessment Criteria for Service Providers holding Personal Identifiable Data
  1. Tenders which do not include all the above documentation, may be disqualified.
  2. Where a Tenderer is required to complete and return a template document designed and issued by the Authority, for example pricing documents or quality questions, then any formatting and or protections set by the Authority **must not be changed in any way**. If a Tenderer is found to have amended any of the formatting/protection without the written permission of the Authority, this may result in their tender being deemed to be non-compliant and their submission being excluded from the tender process.
  3. The required Standards Forms (Annex a - f) should be uploaded as part of your tender submission. If you are bidding as a Consortium, these documents should be completed and signed by the lead Consortium Party on behalf of the Consortium.
  4. Tenderers are advised to read all the tender documents thoroughly to ensure that all the Authority’s requirements are addressed. The Tenderer must obtain for themself all the information necessary for making a tender submission and entering into a Contract by considering all the tender documents with regard to the nature of the Authority’s requirement. Tenderers will be deemed to have fully acquainted themselves with the extent and nature of the Services before submitting a tender.
  5. The information contained within this document should be regarded as a statement of the Authority’s current position as it is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a tender, Tenderers shall be deemed to have read and understood all of the tender documents.
  6. Tenderers must register on the Supplier Information System (SIS) on the Central Digital Platform, ensure their core supplier information is up to date on this system, and answer the questions in that system to enable the Council to determine whether any exclusion grounds apply. Suppliers must share the information with the Authority via the system’s sharing facility.

1. Tender Clarifications
   1. All clarification questions relating to this tender must be submitted via [the](https://in-tendhost.co.uk/hampshire/aspx/Home) eProcurement portal no later than the deadline set out in paragraph 5.1 above. Questions submitted and their responses will be published as soon as possible to all tenderers.
   2. The Authority reserves the right (but shall not be obliged) to seek clarification of any aspect of a tender during the evaluation phase. Any such requests must be responded to promptly.
   3. All clarification questions must be communicated through the eProcurement portal. Any clarification questions received by other means will not be responded to.
   4. The Authority will issue its response to each question to all tenderers via a Clarification Log published on the eProcurement portal.
   5. If a Tenderer wishes the Authority to treat a clarification question as confidential and not provide a response to all Tenderers it must state this when submitting the clarification question. If, in the Authority’s opinion, the clarification is not confidential then the Authority will inform the Tenderer and give the Tenderer the opportunity to withdraw it. If the clarification is not withdrawn, then the response will be published to all Tenderers.
   6. Tenderers must not rely on any communication from the Authority in respect of this tender unless they are made in accordance with this ITT.
2. Tender Evaluation
   1. The Award is assessed using the weighted quality and capability/technical questions and the price bid by Tenderers within the Pricing Schedule, subject to passing any minimum quality scores. In order to calculate the Most Advantageous Tender (MAT), The overall price/quality basis as shown in the table in 1.2 above.

# Section 3: ITT Stage 1 – Procurement Specific Questionnaire (PSQ)

1. Completion Instructions
   1. The PSQ is relevant for above threshold procurements under the Procurement Act 23, which. Regulation 6 of the Procurement Regulations 2024 requires contracting authorities - before the end of the tendering period in competitive tendering procedures (i.e. open procedures and competitive flexible procedures); and before the award of the contract in direct awards and competitive selection processes for framework call-offs - to obtain confirmation from suppliers that:

* the supplier has registered on the Central Digital Platform (CDP)
* submitted up-to-date core supplier information on the CDP
* provided that information to the contracting authority via the CDP

9.2 The Authority will use the PSQ in this tender to confirm the detail above in Part 1 & 2 of the PSQ and may also choose to request addition information to satisfy relevant capability which are referred to as Conditions of Participation.

9.3 In order to successfully satisfy the PSQ and conditions of participation on this procurement, Tenderers must:

* Provide all requested information in the PSQ.
* Meet all mandatory requirements pass/fail questions.
* Respond to all discretionary requirements.
* Meet all discretionary requirements in Part 3 of the PSQ

9.4 If any Tenderer fails or seriously misrepresents any information in responding to the PSQ, the rest of the tender may not be evaluated, and the Tenderer may not continue in the Procurement Process.

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# Section 4: ITT Stage 2 - Quality Questions and Pricing Document

Please note that the evaluation criteria for this stage of the Tender will be split as follows:

|  |  |
| --- | --- |
| Criteria | Weighting |
| Quality | 60 % |
| Price | 40 % |

1. Order of Evaluation
   1. Evaluation of ITT Stage 2 submissions will take place in the following order:
2. Evaluation of any Pass/Fail elements on the ITT Stage 2 Quality Questions , Pricing Document (Annex 2) and Product Assessment Criteria for Service Providers holding Personal Identifiable Data. If a Tenderer scores a Fail on any Pass/Fail elements, then that Tender will be excluded and no further evaluation of it will take place. If your Tender receives a Pass score on all Pass/Fail elements; then
3. Evaluation of responses of the ITT Stage 2 Quality Questions Product Assessment Criteria for Service Providers holding Personal Identifiable Data and Pricing Document will take place. Evaluation of these responses will be undertaken by a panel of subject matter experts in accordance with the relevant methodology set out below; then
4. Determination of the winning Tenderer in accordance with the relevant methodology set out below. In the event of a tie-break situation then the Tie Breaker methodology set out below will be used to determine the overall winner.
   1. If at any stage a tender is excluded based on the methodologies set out below then that tender will not be evaluated further and will not be considered when determining the winning Tenderer.
   2. At any stage of the evaluation process the Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the tender non-compliant.
5. Variant Tenders
   1. Variant tenders **will not** be accepted for this opportunity. All tenders must conform to the terms of this ITT, the requirements set out in the Specification (Annex 1) and the Contract Terms and Conditions (Annex 3).
6. Quality Evaluation
   1. Quality carries an overall weighting of **60%**.
   2. Evaluators will score each Quality Question independently using the Scoring Methodology in paragraph 12.10 below and record their justification/commentary on their scoring sheet for each tender.
   3. If the Evaluators have any clarification questions relating to any response, these will be notified to Tenderers via the eProcurement Portal with a set period for Tenderers to respond. Failure by any Tenderer to respond within the stipulated time period may lead to the tender being excluded from the Procurement Process.
   4. Once clarification responses have been received by the Evaluators, Evaluators will complete their individual evaluator scoring reports and pass these to the moderator who will chair a consensus and moderation meeting with the panel of Evaluators.
   5. During the moderation meeting, the moderator will discuss the scores individually allocated by the Evaluators with a view to reaching an agreed consensus score for each response.
   6. The final moderated score for each Quality Question will be multiplied by the relevant weighting multiplier in order to calculate the percentage weighted score for each Quality Question, using the formula below.

Tender ‘A’ achieves a score of 6 for Question 1 with a 10% score, the percentage weighted score would be calculated by dividing 6 by the total maximum score available of 10 for the question and multiplying by 100 (6/10\*100=60). A weighting multiplier of 0.1, would then be applied to give a weighted percentage for the question, which in this example would be 10% (=60\*0.1= 6%). Weighted percentages for each Quality Question will then be added together to determine the total percentage score for the Quality Response (out of the total % allocated for quality).

* 1. The weighted scores of each Quality Question will then be added together to determine the total percentage score for the Quality Response (out of the total % allocated for quality).
  2. Please note that at each stage of the Evaluation, mathematical results will be rounded to two (2) decimal places. For the purposes of rounding to two decimal places, if the number in the third decimal place is:
* 0-4 (inclusive), then the number in the second decimal place will remain unchanged.
* 5-9 (inclusive), then the number in the second decimal place will be rounded up to the next number.
  1. The Authority reserves the right to exclude any bid that scores 1 or below for any quality question submitted.
  2. Quality Scoring Methodology

The Evaluators will evaluate each Quality Question using the Scoring Methodology below. The exception to this is the Social Value question which has its own scoring methodology to be applied and is set out in paragraph 12.13.1 below.

|  |  |  |
| --- | --- | --- |
| **Score** | **Classification** | **Definition** |
| 0 | No response | No response at all or insufficient information provided in the response such that the response is totally un-assessable and/or incomprehensible. The response is considered non-compliant with the requirements or minimum standards. |
| 1 | Poor | The response does not meet several significant areas in the Council’s requirements. Little or no detail has been provided to support and demonstrate the Bidders ability to provide the required deliverables and/or considerable reservations as to the Bidders ability to deliver the requirements. |
| 2 | Minor reservations | Response does not fully meet the Council’s requirements. Response is mostly supported by clear evidence or other forms of assurance. Some minor reservations or minor weaknesses of how the Bidder will meet the requirements by their allocation of skills and understanding, resources and quality measures. |
| 3 | Good response | Response largely addresses and meets the requirements and is mostly supported by clear evidence or other forms of assurance that provides confidence in the Bidder’s ability to deliver the requirements. |
| 4 | Excellent response | Response fully addresses and meets the requirements, with full details and, where evidence is required or necessary, full, and relevant information provided.  Provides full confidence in the Bidders ability to provide the required deliverables and requirements. |

* 1. Added Value (NOT USED)
  2. Important Notes
     1. "Requirements" refer to both:

1. the requirements explicitly set out in an individual **Quality Question** and
2. any **Specification requirements** which have been cross-referred to in an individual Quality Question.

Each question will be scored out of 4 and then weighted in accordance with the example provided in paragraph 12.6 above.

The Evaluators are only able to award the scores set out in the table. No intervening marking is permitted i.e., an Evaluator cannot award a score of say, 3.5.

* + 1. If a response meets only part of the **'Description'** for a Quality Question it will be marked the lower score which it fully satisfies e.g., if a response "Fully addresses and meets the requirements, with full details provided”, then it will score a 3 and not a 4.
  1. Social Value
     1. The Social value question within the Quality Questions will be related to Social Value. The tender response to this question will be scored against the following criteria:

|  |  |  |
| --- | --- | --- |
| **Score** | **Score descriptor** | **Description** |
| 0 | Fail | No response is provided, or the response does not commit to delivering any social value measures during the contract period. |
| 1 | Poor | Response includes social value commitments as a part of a wider corporate scheme, that are already being delivered under other contracts or provides no direct benefit for RBC’s local community. |
| 2 | Satisfactory | Response includes some social value commitments, but most commitments are not clear or specific, they require further consideration or development, or the benefit to RBC’s local community is limited. |
| 3 | Good | Response provides some reasonable suggestions and measures which could be considered or developed further. Most commitments are clear, specific, and their direct benefit for RBC’s local community is evidenced.  Commitments are mostly supported by the response that provides confidence in the bidder’s ability to achieve delivery. |
| 4 | Excellent | Response is specific, relevant with suggestions which are clearly well considered and developed sufficiently enough to offer deliverable measures which could genuinely benefit and/or provide opportunities to the Authority’s local community. The commitments are clear, specific, and their direct benefit for RBC’s local community is evidenced.  Commitments are supported by a delivery plan that provides confidence in the bidder’s ability to deliver. |

* + 1. The Authority reserves the right to exclude any bid that scores 1 or lower in the social value response submitted.
    2. Further information regarding Social Value can be found below in Section 5.

IT and GDPR

* + 1. The “Product Assessment Criteria for Service Providers holding Personal Identifiable Data” document includes guidance on scoring including marks available for each question. As well as mandatory pass/fail requirements there are some responses which generate a higher/lower score and also some discretionary items. Scores will be allocated as shown in the document; the maximum score is 360.
    2. The scores from the assessment criteria will be totalled and then weighted in accordance with the example provided in paragraph 12.6 above.

1. Price Evaluation (from submitted Pricing Document)
   1. Price carries an overall weighting of **40%**.
   2. The pricing document sets out the services to be priced/charged and also indicates some further charges, which do not form part of the scoring.
   3. Tenderers are required to complete the Pricing Document, without amendment to the structure.
   4. Tenderers must provide a figure in each of the boxes and must not make any of the items subject to any assumptions or qualifications. If any figures or rates are expressed to be subject to assumptions (or any other factors) or if the Pricing Document is not fully completed, the Authority reserves the right to exclude the tender from the Procurement Process.
   5. If a box is left blank or a non-number entry is made, e.g. a “-“, then the Evaluators will for the purposes of the Pricing Evaluation treat that figures as a zero (0).
   6. All rate and prices must be exclusive of Value Added Tax (VAT) and must be quoted in Pounds Sterling.
   7. Pricing Responses must be fully inclusive of all staff, labour, transport, materials, sub-contractors, facilities, licensing, reporting, auditing, overheads, profit, tax, and all such provisions as are necessary for delivery of the Goods/Services/Works, in accordance with the Specification and the Contract.
   8. The Authority reserves the right to reject any tender which submits a price over the total value of the contract, as detailed in paragraph 1.2.

The tender offering the lowest total price in its Pricing Response will score the maximum available for the Pricing Evaluation. A relative approach will then be taken for the other tenders with the score for each tender calculated relative to the lowest total price, as shown below:

|  |
| --- |
| Lowest Bid total price |
| Score (%) = maximum Price Score (%) x ------------------------------ |
| Current Bid total price |

* 1. Worked example - The following worked example assumes that the Pricing Response is worth 40% of the overall 100% for price and quality. All figures will be set at two decimal places.

|  |  |  |  |
| --- | --- | --- | --- |
|  | Bidder A | Bidder B | Bidder C |
| Total price | 3, 500,000 | 5,000,000 | 6,000,000 |
| Calculation | (3.5/3.5) x 100 | (3.5/5) x 100 | (3.5/6) x 100 |
| Score (%) | 100 | 70 | 58.33 |
| Multiplier for 40 % = 0.40 | x .40 | x .40 | x .40 |
| Total weighting (%) | 40% | 28% | 23.33% |

* 1. Where multiple price criteria are used, this calculation will be applied to each price element. The weighted score of each price element will be added together to determine the total percentage score for the Pricing Document (out of the total % allocated for price.
  2. As stated in paragraph 12.8, all mathematical results will be rounded to two (2) decimal places.

1. Tie Break
   1. In the event of a tie break situation (i.e. one in which it appears more than one Tenderer may be the winning Tenderer), the following methodology will be used to determine the overall winning Tenderer.
   2. The winning Tenderer shall be the one which scored highest for the following questions:

* Question 4 – How will licence applications be processed
* Question 5 – Inspection process and compliance monitoring
* Question 2 – How can the project be delivered in a timely manner?
  1. Each question will be considered in the order set out above until a definitive winner is determined.

1. Determining the Winning Tenderer
   1. Final tender scores will be calculated by adding together the Tenderer’s scores for the ITT Stage 2 Quality Questions and Pricing Document.
   2. The winning Tenderer will be the Tenderer who:

* Submits appropriately signed Standard forms (Annex a-f); and
* Passes the ITT Stage 1 requirements (see Section 3 above); and
* Obtains a Pass for all Pass/Fail ITT Stage 2 elements; and
* Has the highest overall (combined price and quality) score.

**14.3 Pre- Award Clarifications (Post Submission)**

14.4 Prior to Contract Award, the Tenderer who achieved the highest score in the tender evaluation may be required to attend a Pre-Award Clarification Meeting at the Council’s offices or virtually.

14.5 The purpose of this meeting is to ensure there is a clear mutual understanding between the Authority and the Tenderer regarding the requirements of the Contract prior to Contract Award. It is important to note that this will not be a negotiation meeting or an opportunity to present new information (unless requested by the Authority). The Tenderers Bid Manager and Account Manager who will be responsible for delivery of the contract will be required to attend this meeting.

# Section 5: General Guidance & Instructions

1. Formalities
   1. The following requirements must be adhered to when submitting tenders:
      1. Tenderers must ensure that they keep to the stated word limit when answering questions. Any additional text over the word limit will be removed from the submission prior to evaluation and as such will not be considered or scored.
      2. Any additional material which is requested as part of the tender, and which has been requested should be included as attachments with cross-references to this material in the main body of the Tender questionnaire responses. Please refer to the eProcurement portal guidance about browsing to, and adding, documents to your tender return. Any such schedules or attachments must be kept to the minimum required to support the tender.
      3. Tenderers must not make cross-references between questions in order to include additional points in the response to one question which have already been made in another. Any such cross-references will not be considered. Tenderers are advised to ensure that all the points they wish to make in response to a particular question are made within the response to that question.
      4. Any schedules or attachments which contain additional portions of a Tenderer’s main response to a tender questionnaire will be included in the word count for that question (unless otherwise stated). Where such a schedule or attachment, or part thereof, takes the Tenderer’s response over the word limit for that question then the excess text will be removed from the submission prior to evaluation and as such will not be considered or scored.
      5. Tenderers must not include with their submissions any additional material which has not been requested. This may include material such as standard policies, publicity material or documents specific to a different service. Any such material will not be considered or scored.
      6. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired.
   2. Tenderers are directed to read the Tendering Rules contained in Section 6 below. These must be adhered to at all times. Failure to adhere to these Rules is likely to result in your tender being excluded.
2. Submission of Tenders
   1. Tenders must meet the minimum requirements, operate as a standalone bid, and must not be dependent on any other bid or any factors external to the Tenderer itself – the tender must be capable of acceptance in its own right.
   2. Tenders must be submitted via the electronic eProcurement Portal currently at <https://in-tendhost.co.uk/readingbc/aspx/Home>
   3. Tenderers should not that the Authority’s IT systems are not capable of opening and handling all types of files. To avoid any compatibility issues, it is recommended that only the following file types are submitted:

Microsoft Office files (e.g. .doc, .docx, .xls, .xlsx etc.), or an equivalent file type capable of being opened by Microsoft Office.

* PDF files (.pdf)
* Web files (.htm, .html)
* Images (.gif, jpg, .png, .bmp, etc.)
  1. Tenderers should also note that at certain times of day, especially between 12:00 and 14:00, the portal can become busy, and this may potentially result in slow upload times.

1. Contract Terms
   1. The Contract Terms and Conditions applicable to this opportunity are attached as Annex 3.
   2. Tenderers are strongly advised to satisfy themselves as to the content and nature of the Terms and Conditions of Contract, and their acceptability to their organisation. Where necessary, Tenderers are advised to seek their own independent legal advice. The Authority is not able to provide such advice.
   3. There can be no negotiation of the Terms and Conditions of Contract.
   4. If a Tenderer finds that the Terms and Conditions provided in Annex 3 render their organisation’s bid unworkable, Tenderers should submit a clarification question in accordance with point 7 above, outlining the issues faced. The Authority will consider whether any amendment to the Contract is required and/or can be accepted.
   5. Once reviewed, any amendments to the Contract Terms and Conditions will be published to all bidders via the eProcurement portal, in accordance with the clarification process outlined in point 7 above of this Invitation to Tender (ITT).
   6. By submitting a tender, Tenderers are agreeing to be bound by the terms of the ITT and the Contract, without further negotiation or amendment. There will be no negotiation on the Terms and Conditions of Contract post-tender.
   7. Tenderers are advised to seek their own independent legal advice if there is anything in the contract tenders and conditions which they are unsure of.
   8. This ITT, including the Terms and Conditions of Contract, together with the Tenderer’s submission, will form the basis of the agreement which is entered into between the Authority and the successful Tenderer. Therefore, before responding, a Tenderer should satisfy itself by legal and managerial review at the appropriate level that the form and content of the documents, including its responses, are suitable for incorporation into a legally binding document.
2. Warnings and Disclaimers
   1. Neither the issue of this ITT nor any of the information contained therein should be regarded as a commitment or representation on the part of the Authority (or any other person or organisation) to enter into a contractual arrangement.
   2. Tenderers are advised to carefully read all the documentation contained in this ITT, to ensure they are fully aware of the nature and extent of the obligations to be accepted by a Tenderer if its tender is successful. No later claim for alleged lack of knowledge of the conditions, specifications and documentation will be considered.
   3. Any change in the eligibility of a Tenderer as set out above must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process. The Authority will consider the nature and seriousness of the change before determining whether the Tenderer may continue to participate in the procurement process.
   4. While the Authority believes the information contained in this ITT and its Appendices to be correct at the time of issue, neither the Authority nor its advisors will accept any liability for its accuracy, adequacy, or completeness. No express or implied warranty as to such is provided.
   5. This exclusion of liability extends to any statement, opinion or conclusion contained in or any omission from this ITT (including its Appendices/Annex) and in respect of any other written or oral communications transmitted to any Tenderer.
   6. The tenderer’s organisation shall be deemed to have satisfied itself before submitting a tender as to the correctness and sufficiency of its Tender, including all rates and prices which shall (except as otherwise provided for) cover all its obligations under the contract.
3. Confidentiality and Freedom of Information
   1. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
   2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:

a. clearly identify which information is considered commercially sensitive and complete the table contained within Annex E

b. explain the potential implications of disclosure of such information

c. provide an estimate of the period of time for which the Tenderer considers that such information will remain commercially sensitive.

* 1. The Authority will endeavour to:

a. hold confidential all information submitted by a Tenderer that it identifies as being commercially sensitive

b. consult with a Tenderer about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.

* 1. Tenderers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

1. Social Value
   1. The Public Services Act (Social Value) 2012 requires all contracting authorities to drive greater value from their contracts by applying social value outcomes to achieve benefits for their local community, economy, and environment. The Authority will evaluate tenders against the Social Value (SV) outcomes it has identified as crucial to this contract. Tenderers will select from the range the criteria measures where they are confident of successfully delivering these measures during the contract period.
   2. The Authority has developed a SV matrix (which is attached separately as Social Value Matrix). The range of SV measures within the Matrix are important to the Reading community and any of these measures adopted by a Tenderer will form their SV commitment as part of the core contract. The Tenderer is expected to select a number of (minimum of three) SV measures as detailed in the SV matrix and explain how they will deliver the SV commitment/s during the contract lifetime, in their Quality Question response, and this will form part of the Tenderers quality question response score (the SV question will be found as one of the Quality Questions). Please refer Social Value in Section 4 above for further explanation on weighting and evaluation.
   3. Tenderers must note that the SV commitments made as part of the tender submission will form a contractual commitment and will be monitored as a key performance indicator during the Contract Period. Tenderers should therefore ensure that commitments made within the quality questions of the submitted tender are within their capacity and capability to deliver. SV commitments will be reviewed during contract management meetings with the winning Tenderer once the contract commences.
   4. The SV matrix measures algin with RBC’s Corporate Plan Themes (as mentioned above in Organisational Background – Healthy Environment, Thriving Communities, and Inclusive Growth).  Where the value of the contract is above £500,000 (total life contract value) the Authority may ask a Tenderer to submit a Social Value Delivery Plan.
   5. SV can be described as added value/benefit to society other than business as usual, adding value to a contract. Tenderers are required to offer SV, in addition to fulfilling the Services set out in the Specification. SV will be assessed based on the additional value the Tenderer commits to delivering for this Procurement and must be created as a result of winning this contract, therefore delivery of SV commitments can only be delivered after the contract start date.  For the avoidance of doubt, delivery of SV measures must not be included in the cost of delivering the Services.
2. Added Value and Innovation – NOT USED

**Tenderers are reminded of the need to adhere to the guidance and instructions in both this Section 5 and in Section 6 below.**

**Failure to adhere to these instructions is likely to result in your Tender being excluded.**

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# Section 6: Tender Rules - Procurement Terms and Conditions

**All tenderers must read and abide by the following rules. Failure to do so may result in your tender being excluded.**

1. Procedural requirements
   1. This document together with all other associated documents provided to Tenderers in connection with this Procurement contain procedural requirements which Tenderers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Tenderers from the Procurement at the Authority’s sole discretion.

1. Central Digital Platform
   1. Tenderers 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. Tenderers must notify the Authority 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.
2. Transparency
   1. Tenderers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority 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 Tenderer, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Tenderers. 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).
   2. Where required, the Authority will disclose on a confidential basis any information it receives from Tenderers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Tenderers submission. In providing such information the Tenderer consents to such disclosure.
3. The Authority’s Rights
   1. The Authority may waive or change the requirements set out in this ITT at any time without prior (or any) notice being given.
   2. The Authority may disqualify any Tenderer who does not submit a compliant tender in accordance with the instructions contained in this ITT.
   3. The Authority may disqualify any Tenderer who, in the Authority’s reasonable opinion, has committed material misrepresentation in relation to this tender, expression of interest; the PSQ or any other aspect of the tender process.
   4. The Tenderer fails to meet the mandatory or discretionary grounds for disqualification (under Sections 26 and 28 of the Procurement Act 2023).
   5. The Tenderer does not satisfy the conditions of participation, is not a UK supplier or treaty supplier or intends to sub-contract the performance of all or part of the contract to a supplier that is not a UK or treaty state supplier, offers a price that the Council considers to be abnormally low, or breaches a procedural requirement (as permitted under Section 19 of the Procurement Act 2023).
   6. The Tenderer at any time ceases to meet the discretionary or mandatory grounds for disqualification (under Sections 26 and 28 of the Procurement Act 2023) or any condition of participation and other stipulated requirements as set out in Section 19 of the Procurement Act 2023, upon which the Tenderer was selected to participate in the tender during the procurement process.
   7. The Authority may make whatever changes it sees fit to the timetable, structure or content of the procurement process.
   8. The Authority may withdraw this ITT at any time, and re-invite tenderers on the same or any alternative basis.
   9. The Authority may terminate the procurement process at any time and for any reason without awarding a contract.
   10. The Authority may reject and disqualify any Tenderer at any time prior to a contract being entered into where there has been a change in identity or control of the Tenderer such that in the Authority’s reasonable opinion the Tenderer is no longer the same entity as was originally selected to participate in the tender process.
   11. In cases where no fully compliant bids are submitted the Authority may require one or more Tenderers to make improvements in their tender in order to secure a fully compliant tender. This may involve requiring the Tenderer/s to substantially revise their offer. For the avoidance of doubt qualified bids will be considered non-compliant.
4. Tender Submission Deadline
   1. Responses to this ITT must be submitted though the eProcurement portal by the deadline date shown in the Tender Timetable and on the front cover of this ITT.
   2. Without exception, any tender received after the stated deadline will not be opened or considered.
   3. The Authority may, in its absolute discretion, extend the deadline for submission prior to the date for tender return. In such circumstances the Authority will notify all Tenderers of the change.
   4. In the event of an unexpected issue or event having an impact on the tender deadline, the Authority may in its absolute discretion extend the deadline by such time as it sees fit and will inform Tenderers accordingly.
5. eProcurement Portal (In-Tend) Communication
   1. All correspondence/communication regarding this tender must be conducted via the eProcurement Portal.
   2. If any supplier makes contact with an officer or agent of the Authority relating to the tender, outside of the eProcurement Portal, the Authority reserves the right to disqualify the Tenderer from the tender process.
   3. The Authority recommends Tenderers ensure their eProcurement Portal accounts are kept up to date and suitably monitored for communication at all times, particularly during the Tender submission and evaluation periods.
   4. The Authority will not extend any deadline, accept any late submission or any form of liability due to a failure of a supplier to monitor the eProcurement Portal correspondence or maintain correct contact information.
6. Word Limits and Attachments
   1. Where a word limit is stated, Tenderers must keep to the stated limit. Any additional text in excess of the stated word limit will be removed from the submission prior to evaluation and will not be considered.
   2. Tenderers may include graphical elements such as diagrams, graphs, etc. in their submissions but all words on such graphics will be included in the word count for the relevant question (unless otherwise stated).
   3. Any additional material necessary to support a tender which has been requested must be included as clearly labelled attachments and referred to in the main body of the Tenderers response. Any such attachment will be included in the word count for that question.
   4. Tenderers must not include with their submission any additional material which has not been requested (unless otherwise stated). This includes (but is not limited to) standard policies, marketing materials, publicity materials, etc. Such information will not be evaluated.
   5. Where a Tenderer is required to complete and return a template document designed and issued by the Authority, for example pricing documents or quality questions, then any formatting and or protections set by the Authority must not be changed in any way. If a Tenderer is found to have amended any of the formatting/protection without the written permission of the Authority, this may result in their tender being deemed to be non-compliant and their submission being excluded from the tender process.
7. Abnormally Low Tenders
   1. Tenders which include a price or prices which appear, in the Authority’s opinion, to be abnormally low given the requirements in question will be investigated.
   2. The Authority will approach any Tenderer submitting an abnormally low tender to ensure that the Tenderer is aware that their pricing is abnormally low and to establish if the Tenderer is nevertheless confident that they are still able to deliver the requirements for the price submitted.
   3. The Authority reserves the right to disqualify any abnormally low tender where the Tenderer either does not respond to clarification or is unable to provide reassurance as to the sustainability of their prices as tendered.
8. Language and Currency
   1. All tenders must be written in English and drafted in accordance with this ITT.
   2. All currency amounts, including on insurance documents, must be expressed in Pounds Sterling and be Including of VAT.
9. Tender Format
   1. All tenders must be submitted electronically via the eProcurement Portal. The Authority will not accept submissions by any other method unless expressly requested in exceptional circumstances.
10. Tender Submission Deadline
    1. Tenders should remain valid for acceptance for a period of 90 days following the final date for submission of the Tender.
11. Qualified and Variant Tenders
    1. Unless otherwise expressly stated in this ITT the Authority will not accept qualified tenders.
    2. Any tenders which contain qualifications of any sort, particularly those relating to price, performance or the Authority’s requirements as set out in Annex 1, may be disqualified unless the Tenderer agrees to withdraw the qualifications.
    3. Any Tenderer who has submitted a qualified tender will be contacted via the eProcurement Portal and given a strict deadline by which time they must agree to withdraw the qualification(s) in the tender. If the Tenderer does not respond by the stated deadline this will be taken as a refusal to withdraw the qualification(s) and the tender may be disqualified.
    4. Unless otherwise expressly stated in this ITT the Authority will not accept variant tenders. All tenders must conform to the terms of this ITT and the Authority’s requirements as stated in Annex 1.
    5. Variant tenders which do not conform to the Authority’s requirements and the terms of this ITT may be disqualified.
12. Signatures
    1. Where the Tenderer is a company, signature requirements are as set out in the Companies Act 2006, whereby two signatures are preferred from duly authorised representatives of that company.
    2. Where the Tenderer is a partnership, all partners should sign. Alternatively, a single partner may sign if that partner has the Authority to sign on behalf of their partners, which must be stated with the signature. The trading name of the partnership must be provided.
    3. Where the Tenderer is a sole trader, they should sign and give their name in full with the name under which they are trading.
    4. Where the Tenderer is not a company, partnership or sole trader then signatures must be provided by a person or persons who have the Authority to legally bind their organisation and must state that they have such Authority with the signature(s).
13. Conflicts of Interest
    1. Tenderers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Procurement Act 23) exist between themselves and the Authority 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 Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
14. exclude any Tenderer that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
15. request further information from any Tenderer and require any Tenderer/s 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 Authority. Failure to do so may result in the Tenderer being excluded from participating in, or progressing as part of, the Procurement process.
    1. The Authority strongly encourages Tenderers to contact the Authority as soon as possible using the eProcurement Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.
    2. Where a conflict of interest cannot be resolved the Tenderer may be disqualified.
16. Costs
    1. The Authority shall not be liable for any costs incurred by the Tenderer in connection with their participation in the procurement process, including where the process is terminated or amended by the Authority.
17. Canvassing
    1. Any Tenderer who directly or indirectly canvasses any member, officer, employee or representative of the Authority concerning the procurement of the Contract for the provision of services or who directly or indirectly obtains or attempts to obtain information from any such member, officer, employee or representative concerning this or any other Tender shall be disqualified.
18. Effect of Disqualification
    1. The Tenderer will be informed of the disqualification at any stage of the procurement process and the reason(s) for it at the earliest opportunity.
19. Acceptance of Tenders and the Mandatory Standstill Period
    1. Where a decision is made to accept a tender, the Authority will publish a contract award notice to notify the market of the intention to award a contract, and (following the issue of assessment summaries) is used to start the 8 working days standstill period (where applicable).
    2. Notification of the decision will be issued on behalf of the Authority to all Tenderers as an Assessment Summary. This sets out your scores, and the rationale for those scores, against each of the assessment criteria, as well as providing the same for the most advantageous tender At the end of the standstill period provided that there has been no judicial Interruption of the decision in the form of an order from a court of competent jurisdiction, that either the decision should be set aside, or its implementation suspended pending a hearing on the matter, the Authority may proceed to officially award to the successful Tenderer(s).
20. Collusion
    1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any Tenderer who, in connection with this ITT:
       1. fixes or adjusts its Pricing Response by or in accordance with any agreement or arrangement with any other Tenderer or consortium member of a Tenderer (other than a member of its own consortium or supply chain),
       2. enters into any agreement or arrangement with any other Tenderer or consortium member of a Tenderer to the effect that he shall refrain from submitting a tender or as to the amount of any Pricing Response to be submitting,
       3. communicates to any party other than the Authority any amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or insurance or any necessary security)
       4. causes or induces any person to enter such agreement as is mentioned immediately above or to inform the Tenderer or consortium member of a Tenderer of the amount or approximate amount of any rival tender,
       5. 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 any act or omission relating to any other tender or proposed tender,
       6. communicates to any person other than the Authority the amount or approximate amount of its Pricing Response (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).
    2. Tenderers and Key Organisations are required to return the Non-collusion and Non-canvassing Certificate contained in the Standard Forms.
21. Changes in Circumstances
    1. Each Tenderer is required to inform the Authority promptly and, in any case, no later than seven (7) calendar days after the occurrence of a change in the Tenderer’s circumstance. This includes but is not limited to:
       1. any change to its corporate structure from that set out in its Tender – this includes the grant of any options to acquire shares, any agreement relating to the exercise of rights attaching to such shares and any material amendments to a shareholders' agreement, articles of association or similar constitutional document,
       2. any changes to any other information provided to the Authority as part of the tender; or
       3. any other changes to its circumstances, which may be expected to influence The Authority’s decision on its decision to award the Contract.
    2. The Authority reserves the right to approve (including subject to conditions) or reject the changes referred to above and specifically reserves the right to revisit the Selection Evaluation and apply the Selection Criteria to the new information/ change of circumstance. A rejection of the changes may result in the Tenderers exclusion from further participation in the Procurement Process.
    3. Tenderers are advised to discuss any proposed changes to the Tenderers bid vehicle, joint venture or consortium with the Authority before they are put into effect.
22. Publicity
    1. No publicity by a Tenderer or any related entities regarding this Procurement Process or the award of any contract in connection with the Procurement Process will be permitted unless and until the Authority has given express written consent to the relevant communication. For example (and without limitation), no statements may be made to the media or other similar organisations regarding the nature of any tender, its contents or any tenders relating to the tender without the prior written consent of the Authority.
23. Copyright
    1. Copyright in this ITT belongs to the Authority. This ITT may not be reproduced, copied, or stored in any medium without the prior written consent of the Authority, other than strictly for use in preparing a tender. Tenderers are required to destroy this ITT at the conclusion of the Procurement Process.
24. Disclaimers
    1. While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its officers, members, advisors, or other agents nor any other awarding authorities will accept any liability for its accuracy, adequacy, or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer by or on behalf of the Authority. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
    2. If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the Terms and Conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
    3. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
25. Anti-Competitive Behaviour
    1. Tenderers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Tenderers that their arrangements are not anti-competitive and reserves the right to require any Tenderers to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
    2. Any evidence of anti-competitive behaviour may result in a Tenderers being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
    3. Tenderers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Procurement Act 23. Where a relevant decision has been made by the Competition and Markets Authority 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.
26. Warranties
    1. In responding to this invitation, the Tenderer warrants, represents and undertakes to the Authority that:
27. it understands and has complied with the conditions set out in this document
28. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
29. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)
30. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority.
    1. Tenderers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
31. the Authority may exclude the Tenderer from participating in this Procurement
32. the Tenderer may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Procurement Act 23.
33. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Tenderer for damages
34. if fraud or fraudulent intent can be proved, the Tenderer may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Tenderer may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Procurement Act 23 and may be added to the debarment list.
35. Third Parties
    1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.
36. Applicable Law
    1. The law of England is applicable to this Procurement.
    2. Tenderers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

# Glossary

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| --- | --- |
| **Defined term** | **Definition** |
| Act | means the Procurement Act 2023. |
| Associated Suppliers | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| Authority | means Reading Borough Council or the Council |
| Central Digital Platform | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). |
| Contract | means the contract to be entered into by the Authority with the successful Supplier. |
| eProcurement Portal | means the In-Tend portal used by the Authority for the purposes of this Procurement and which can be accessed here: [In-Tend Supplier Site](https://in-tendhost.co.uk/readingbc/aspx/Home) |
| Procurement | This Open Procedure procurement process. |
| Procurement Timetable | The timetable for this Procurement as set out in this document. |
| Tenderer/s | means a supplier or suppliers (as the case may be) participating in the Procurement |
| Tender Notice | means the tender notice published on the Central Digital Platform |

# Appendix 1: TUPE

The view of the Authority is that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) Regulations which implement the Acquired Rights Directive will not apply to this contract, as there is no current service from which staff would be eligible to transfer. However, Tenderers should seek their own legal advice as to the applicability of TUPE and as to the effect of the TUPE clause contained in the contract Terms and Conditions.

# Appendix 2: Data Protection

The specification and contract terms include data protection requirements. It is envisaged that the vendor/supplier and Reading Borough Council will be joint data controllers.  
  
As the scope of the tender also includes software in the form of an application platform the Product Assessment Criteria for Service Providers holding Personal Identifiable Data also applies.