

**Invitation to Tender**

**Contract Name: Ecological Assessment Programme**

**Contract Reference No.: [insert here]**

**Closing date Tuesday 27th May 12 noon**

**Important Notice**

This document has been prepared by Homes in Somerset (“the Contracting Authority”) to present Homes in Somerset’s requirements and provides details to Tenderers for this tender process.

This Invitation to Tender (ITT) document must be read in conjunction with the following documents:

* **Specification** (to form **Schedule 2** within the Terms and Conditions)
* **Terms and Conditions**
* **Pricing Schedule**
* **Project Specific Questionnaire including Conditions of Participation Questionnaire** and Quality Award Tender Questions for evaluation purposes
* **Terms and Conditions**
* **Social value Calculator**

After reading the documents that have been listed above, **you should read and complete** **the following documents if you wish to submit a tender:**

* **Conditions of Participation Questionnaire (CPQ) including project specific questions and Quality Award Tender Questions**
* **Pricing Schedule** (to form **Schedule 3** within the Terms and Conditions)
* **Commercially Sensitive Information** (requires signature)
* **Form of Tender and Anti-Corruption and Anti-Collusion Certificate**
* **Certificate of Confidentiality**
* **Commercially Sensitive Information**
* **Social value Calculator**

It is also the responsibility of Tenderers to register on the Supplier Information System (SIS) on the central digital platform, to ensure their core supplier information is up-to-date on this system, and to answer the questions in that system to enable Homes in Somerset to determine whether any exclusion grounds apply. Suppliers must share the information with Homes in Somerset via the system’s sharing facility.

This ITT consists of the documents listed above relating to this procurement. The detail of this ITT and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Homes in Somerset.

You are advised to read all sections of this ITT carefully before tendering. Should you have any difficulties with the tender, documentation or process please contact [Procurement@homesinsomerset.org](mailto:Procurement@Homesinsedgemoor.org) .

This documentation is non-transferable.

The instructions within this document are designed to ensure that all Tenderers receive equal and fair treatment. It is important that you provide all the information asked for in the format and order specified. Please follow the Tender Clarification Process at Section 2.4 if you require clarification on any sections of this ITT. Failure to comply with the completion and submission requirements may result in the rejection of the tender. Submission of your Tender via [procurement@homesinsomerset.org](mailto:procurement@homesinsedgemoor.org) will be deemed to indicate that the Tenderer accepts these requirements of participating in the procurement process.

If a Tenderer considers that any of the information submitted in its Tender should not be disclosed by Homes in Somerset under a Freedom of Information Act 2000 request, an Environmental Information Regulations 2004 request, the Tenderer should set this out in the form provided within Schedule 13 (Commercially Sensitive Information). Furthermore, the Tenderer will accept any decision made by the Employer as set out in this form and this is explained further in Section 2.8.

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# Scope and Context

## Introduction to Homes in Somerset

Homes in Somerset is an Arm’s Length Management Organisation (ALMO) responsible for delivering housing management, maintenance and community services to over 4,200 tenants and leaseholders on behalf of Somerset Council**.**

We commenced operations on 1 April 2007 and agreed a new 30-year Management Agreement with the Council from 1 April 2014. Homes in Somerset sets out the conditions, obligations and service requirements with which we are required to comply.

The organisation provides housing management services.

**Summary of our Corporate Strategy 2023-2026**

**A diagram of a house with different types of people

Description automatically generated with medium confidence**

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## Background

Homes in Somerset has over 4000 properties which they maintain and manage on behalf of Somerset Council. They are seeking a professional consultant to undertake inspections and surveys to identify the presence of bats and nesting birds within the roof voids of their residential properties prior to roof works being undertaken.

It is anticipated that inspections may be required on up to 40 properties a year but this is not guaranteed and will depend on budgets and location of roofing works.

## Contract Details – Proposal

The attached specification details the requirements. It includes but it not limited to:

* Bat surveys
* Ecological Clerk of Works duties
* Bat licence applications where necessary

The contract is anticipated to commence on **1st July 2025** and will continue for an initial period of **2** year(s) with an option to extend year on year up to a maximum period of 5 years unless terminated in accordance with the Conditions of Contract.

The estimated total value of the contract over the **5 year** total contract period is a maximum value of £**160k (excluding VAT)** but no guarantee is given as to the actual value of the contract.

The potential for a contract extension is dependant on both the success in achieving the required outcomes, the availability of further funding and the intention of both parties to extend the contract. There is no guarantee that the contract will be extended beyond the first two years.

Any quantities shown within this ITT, and any relevant documentation are estimated, and Homes in Somerset gives no warranty as to the accuracy or completeness of any such quantities. The initial site visit by the selected contractor will be used to confirm accuracy of this information.

Homes in Somerset is open to considering innovative methods of delivery including partnerships between suppliers.

## Delivery Specifics

All of the properties are within Somerset. Exact locations will vary dependant on the needs of the organisation.

## Lotting

Lotting has been considered but has been deemed to be inappropriate for this tender as it is there is insufficient variety of requirements to justify lotting the contract.

## Contract Award

In accordance with the information set out above, Homes in Somerset is seeking to award **one** *(*contract(s). Homes in Somerset reserves the right to not make an award at all, or to award more than one contract.

Homes in Somerset may award Contract(s) on the basis of a Tender submitted in accordance with the Tender documents. Contract award is subject to the formal approval process of Homes in Somerset.

Until all necessary approvals are obtained, and the standstill period completed, no Contract(s) will be entered into. Once Homes in Somerset has reached a decision in respect of a contract award, it will notify all Tenderers of that decision and provide for a standstill period where required in accordance with the Procurement Act 2023 before entering into any Contract(s).

## TUPE

The view of Homes in Somerset 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.

## Role of Procurement

Procurement will lead on commercial and procurement matters and are undertaking the tendering and contracting of this requirement.

# Instructions to Tenderers

## General

These instructions are designed to ensure that all Tenderers receive equal and fair treatment. It is important that you provide all the information asked for in the format and order specified. Please email [procurement@homesinsomerset.org](mailto:procurement@homesinsedgemoor.org) if you require clarification on any part of this ITT.

Tenderers should read these instructions carefully before completing the tender response. Failure to comply with the completion and submission requirements may result in the rejection of the Tender. Submission of your tender using the [procurement@homesinsomerset.org](mailto:procurement@homesinsedgemoor.org) will be deemed to indicate that the Tenderer accepts these requirements of participating in the procurement process.

The ITT consists of this document and appendices as listed relating to this tender process. The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Homes in Somerset. This ITT is not transferable.

After reading this document and the documents listed on Page 2 above, Tenderers must complete the following documents and include these in their submission via email to procurement@homesinsomerset.org

* Conditions of Participation Questionnaire (CPQ) including the Project Specific Questions and Quality Award Tender Questions
* Pricing Schedule
* Commercially Sensitive Information (requires signature)
* Certificate of Confidentiality
* Form of Tender and Anti-Corruption and Anti-Collusion Certificate
* Social value calculator spreadsheet

It is also the responsibility of Tenderers to register on the Supplier Information System (SIS) on the central digital platform, to ensure their core supplier information is up-to-date on this system, and to answer the questions in that system to enable Homes in Somerset to determine whether any exclusion grounds apply. Suppliers must share the information with Homes in Somerset via email at procurement@homesinsomerset.org.

Further guidance on completing the conditions of participation document is provided within the document

Further guidance on completing the Pricing Schedule is providing within the pricing schedule.

## Procurement Procedure – Open Procedure (below threshold)

The procurement process Homes in Somerset is undertaking to procure the required services is an Open Procedure (below threshold), as permitted under Part 6 Section 85 of the Procurement Act 2023.

## Key Activity and Timescales

Below is set out the proposed process and timetable for this particular procedure.

|  |  |
| --- | --- |
| Procurement Stage | Date |
|  |  |
| Tender Notice and Tender Documents, including ITT, Published | 22nd April 2025 |
| Pre Tender Submission Clarification Deadline | **20th May 2025** |
| ITT Deadline | 27th May 2025 |
| Evaluation of Tenders against Award Criteria (Start) | **w/c 2nd June 2025** |
| Evaluation of Tenders against Award Criteria (End) | w/c 9th June 2025 |
| Pre Award Clarification Meeting (if required) | **w/c 9th June 2025** |
| Contract Award Letters and Assessment Summaries Issued | **w/c 16th June 2025** |
| Contract Award Notice Published | **w/c 16th June 2025** |
| Contract Details Notice Published | **w/c 16th June 2025** |
| Supplier Planning Meeting | **W/c 23rd June 2025** |
| Contract Start Date | **July 2025** |

These dates above are provided for information purposes only. Homes in Somerset does not guarantee to complete each phase by the date stated above.

## Requirement Clarification (pre-submission)

All requests for clarification and other communication from Tenderers during the period of this procurement exercise must be directed via email to [procurement@homesinsomerset.org](mailto:procurement@homesinsedgemoor.org).

Homes in Somerset will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time. No requests for clarification will be accepted after 20th May 2025 **.**

In order to ensure the fair and equal treatment of Tenderers, Homes in Somerset intends to publish the questions and clarifications raised by Tenderers together with the responses (but not the source of the questions) to all participants. If a Tenderer wishes Homes in Somerset to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of Homes in Somerset, the clarification is not confidential, Homes in Somerset will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

## Tender Clarification (post-submission)

Homes in Somerset 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.

## Pre Award Clarification (post-submission)

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 Homes in Somerset offices.

The purpose of this meeting is to ensure there is a clear mutual understanding between Homes in Somerset 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 supplier’s Bid Manager and Account Manager who will be responsible for delivery of the contract will be required to attend this meeting.

## Preparation of Tender

The information contained within this document should be regarded as a statement of Homes in Somerset’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.

## Confidentiality and Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FOIA’) and the Environmental Information Regulations 2004 (the ‘EIR’), the Audit Commission Act 1998 and any other statutory obligation (“the Statutory Disclosure Duties”) Homes in Somerset may be required to disclose or make available for public inspection information submitted by the Tenderer to the Contracting Authority.

In respect to any information submitted by a Tenderer that it considers to be commercially sensitive (or otherwise exempt from disclosure or publication), the Tenderer should:

* + Clearly identify such information as commercially sensitive (or otherwise exempt from disclosure);
  + Explain the potential implications of disclosure of such information; and
  + Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive (or otherwise exempt from disclosure).

Where a Tenderer identifies information as commercially sensitive, Homes in Somerset will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, Homes in Somerset may be required to disclose such information in accordance its Statutory Disclosure Duties. Accordingly, Homes in Somerset cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.

Where a Tenderer receives a request for information under the FOIA or the EIR during the procurement process, this should be immediately passed on to Homes in Somerset and the Tenderer should not attempt to answer the request without first consulting with Homes in Somerset.

## Tender Validity

The Tenderer is required to hold the Tender open for acceptance by Homes in Somerset for a period of 90 days from the closing date for the submission of tenders.

## Conditional Tender

Conditional tenders cannot be accepted. If a conditional tender is submitted, Homes in Somerset may (in its absolute discretion) either:

* + invite the Tenderer to withdraw the condition, failing which the Tender shall be rejected; or
  + reject the Tender.

## Submission of Tenders

1. **Documents Requiring Completion and Return**

Please note the following key requirements:

1. If you fail to complete and return all of the items listed in Section 2.1, Homes in Somerset reserves the right to treat your Tender as non-compliant and to reject it on this basis.

* Conditions of Participation Questionnaire (CPQ) including the Project Specific questions and the Quality Award Tender Questions
* Pricing Schedule
  + Commercially Sensitive Information (requires signature).
  + Certificate of Confidentiality
  + Form of Tender and Anti-Corruption and Anti-Collusion Certificate
  + Social value calculator spreadsheet

If submitting PDF copies of any documents they should also be returned in their original format.

1. 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 Homes in Somerset to determine whether any exclusion grounds apply. Suppliers must share the information with Homes in Somerset via the system’s sharing facility.
2. All documents requiring a signature and to be returned to Homes in Somerset must be signed:

* Where the Tenderer is an individual by that individual.
* Where the Tenderer is a partnership, by at least two duly authorised partners;
* Where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.

1. The Tender and any documents accompanying it must be in the English language.
2. **Submitting the Tender**

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Tenderers must submit their Tender via email to [procurement@homesinsomerset.org](mailto:procurement@homesinsedgemoor.org) Only submissions made via this email will be considered. Any additional documentation submitted outside of this, but not immediately apparent to the evaluator will be at risk of not being assessed.

**Please do-not embed any files in your response**, instead, where required, clearly mark all appendices for each response provided. Any additional documentation submitted, but not immediately apparent to the evaluator may be at risk of not being assessed.

**Tenders must be submitted via email to homesinSomerset.org**, **to arrive no later than 12 noon on Tuesday 27th May 2025.**

Homes in Somerset may, however, in its own absolute discretion extend the deadline for the submission of tenders and in such circumstances Homes in Somerset will notify all Tenderers of any change.

Please consider the fact that larger files will take longer to upload (for example, a 10MB file will take approximately 5 minutes on average to upload); you should therefore ensure that you leave enough time to complete your submission. The time of arrival must be by 12 noon on the date of closure of the tender – no allowance will be made for bids that arrive late due to the time it takes to transmit. For the avoidance of doubt the time on the email which indicated the time of arrival will be the one used to judge whether a bid has been received on time.

## Right to Disregard Tenders and Reject/Disqualify Tenderers

Homes in Somerset reserves the right to disregard tenders and reject or disqualify a Tenderer at any time prior to a contract being entered into where:

* + The Tenderer has, Homes in Somerset’s reasonable opinion committed a material misrepresentation in relation to its Tender; expression of interest; the CPQ or any other aspect of the tender process; and/or
  + There has been a change in identity or control of the Tenderer such that in Homes in Somerset’s reasonable opinion, the Tenderer is no longer the same entity as was originally selected to participate in the tender process.
  + The Tenderer fails to provide all the documentation specifically requested (including within the appendices).
  + The Tender fails to meet any mandatory requirement(s) or fails to meet a stated threshold requirement specified in the ITT.
  + The Tenderer submits a conditional tender.
  + The Tenderer fails to meet the mandatory or discretionary grounds for disqualification (under Sections 26 and 28 of the Procurement Act 2023).
  + 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 Homes in Somerset considers to be abnormally low, or breaches a procedural requirement (as permitted under Section 19 of the Procurement Act 2023)
  + 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.
  + The Tenderer has canvassed an officer, member or agent of Homes in Somerset in connection with the tender.
  + The Tenderer has, in the reasonable opinion of Homes in Somerset, behaved in a corrupt or collusive manner in connection with the tender process.

## Right to Cancel, Clarify or Vary the Process

Homes in Somerset reserves the right (but is under no obligation) to:

* + Amend the ITT process.
  + Require the Tenderer to clarify its Tender in writing and/or provide additional information. Failure to respond adequately may result in the Tenderer not being selected.
  + Not to award the contract at all for any reason whatsoever.
  + Discontinue the process at any time for any reason whatsoever without incurring liability to any Tenderer.

## Canvassing

Homes in Somerset reserves the right to disqualify any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Homes in Somerset concerning this Tender or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent concerning any other Tenderer, Tender or proposed tender.

## Corrupt or Collusive Behaviour

Any Tenderer who:

* + Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
  + Communicates to any party other than Homes in Somerset 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); or
  + Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
  + Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
  + Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party 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, shall be disqualified.

## Parent Company Guarantee

In the event of a tendering company having a parent company a Parent Company Guarantee may be required (see Terms and Conditions). This may be requested at or after the Evaluation stage and before Contract Award.

Tenderers are required to state, within their tender submission, if the above is applicable to them and if so, what organisation will be providing the guarantee.

The Parent Company Guarantee will form part of the contract should the Tenderer be successful. If applicable, a signed contract returned without a signed Parent Company Guarantee will not be accepted.

## Authorities Warranties and Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither Homes in Somerset, 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 Homes in Somerset. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Homes in Somerset.

If a Tenderer proposes to enter into a Contract with Homes in Somerset, 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.

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 Homes in Somerset (or any other person) to enter into a contractual arrangement.

Applicants are to satisfy themselves that they have understood all the requirements of the specification and the Goods, Services or Works required and to bid their most competitive price accordingly. All Bids in connection with these Procurement Documents will be considered to be comprehensive and fully inclusive of all costs and charges; no subsequent application from an Applicant will be accepted, post Contract.

The fact that an Applicant has accessed this Invitation to Tender does not necessarily mean that the Applicant has completely satisfied all the Authority’s criteria and the Authority will require further information as appropriate.

The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in Contract/Call-Off Contract and (save to the extent set out in the Contract/Call-Off Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.

Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.

This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or Submission of an offer.

# Tender Evaluation Process

## Assessment of Tenders

All tenders received will be considered on the information contained in the Tender or obtained by Homes in Somerset as a direct result of the tender process. In accordance with the Open Procedure being applied on this procurement, this letter invites Tenderers to submit a Tender for assessment, which will comprise of two distinct elements of assessment that will be undertaken in a single stage: **Selection and Award** .

1. **Selection** is designed to assess the Tenderer’s legal and financial capacity or technical ability to perform the contract. To be considered for award, before proceeding to the Award questions, Tenderers must register on the Supplier Information System (SIS) on the central digital platform, ensure their information is up-to-date on the system and provide Homes in Somerset with the information requested in that system via the platform’s sharing facility. Tenderers must also complete the Procurement Specific Questionnaire (PSQ) and the Conditions of Participation Questionnaire (CPQ).

**Selection** will be assessed in accordance with the information contained the Project Specific Questionnaire. The Conditions of Participation Document will be used for information purposes only and will not stipulate any minimum criteria which must be met in order to proceed for assessment in the Quality Award section. All bidders who complete the conditions of participation document will be assessed according to the requirements of the Tender Award Quality Question responses.

1. **Award** is designed to assess the service provision along with any associated services and overall best value. Tenderers must complete the Quality Award Tender Questionnaire which contains a series of weighted quality and capability questions. The weighting for each question, as well as any minimum quality scores needing to be achieved are detailed in section 4.3 below.

Award is then assessed using the weighted quality and capability 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 Authority will be awarding the contract based on the price / quality criteria stated. Where there is more than one bid with the same score the contract will be awarded to the bid with the highest quality score.

## Conditions of Participation Guidance

Only Tenderers that have successfully completed their information on the central digital platform and confirmed the accuracy in the selection questionnaire will be considered further. Conditions of Participation Guidance included within the Conditions of Participation document should be read before completing the required elements of Conditions of Participation Questionnaire (CPQ).

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

* + Provide all requested information.

The conditions of participation document if for information only and will not be scored. All bidders who provide a fully completed document will be evaluated on their submission of the Quality Award Tender Questions

**PART 3 Means of evaluation: Conditions of Participation Pass/fail**

The Applicant is required to self-declare the accuracy of the financial and economic information provided on the central digital platform. Suppliers are also required to confirm their ability to provide adequate insurance to cover the needs of the contract. There is no requirement for these insurances to be in place prior to award of contract but a commitment to obtain this insurance should the bidder be successful.

Should the Applicant provide no response to this section it will be considered to have failed and will be excluded from the procurement process.

Prior to the award of the Contract the Authority will review the evidence submitted to ensure the Applicant has an acceptable level of economic and financial standing to perform a Contract of the required size and complexity. This will include an assessment regarding the ability of the Applicant to continue as a going concern, which is intended to identify considerations that would justify moving to not award the Contract on the basis of the likely future performance of the Applicant

The Authority will be entitled to consider all information contained in the financial information submitted by the Applicant prior to award of contract but will not consider this information prior to evaluation of the quality award tender questions. The Authority may seek clarification from the Applicant prior to any decision not to award the Contract

Initially basic checks will be made on an Applicant’s title and any relevant registration details (e.g. registered number at Companies House) by the Authority’s Finance team. The Authority will check whether the Applicant is trading or dormant and whether it has a parent company. The status of the accounts will also be determined to check whether accounts submitted are for the last accounting period for which statements have been filed and whether there are later accounts that are overdue.

The Authority will make its evaluation based on the below:

|  |  |  |
| --- | --- | --- |
| **Risk Level** | **Score** | **Definition** |
| **High Risk** | **Fail** | Unacceptable risk or risks identified |
| **Low Risk** | **Pass** | No risks identified or some minor risks identified |

Any decision to not to award the resultant Contract following the application of the financial assessment evaluation methodology will be formally recorded and the Applicant will be notified. Under these circumstances the Authority may decide to award the Contract to the second-placed Applicant, although Applicants are reminded of section 4.27 Acceptance of Offers of this document.

## Award Criteria – Quality, Capability and Price

The Quality Award Tender Questionnaire allows Tenderers to provide evidence of their capability to undertake the service(s) and also to address how the service itself will be provided.

Each question is subject to a percentage weighting, with the sum weighting of all questions totalling 100%. Weightings associated with each of the criteria can be found in the Award Criteria, alongside any minimum score requirements for **each** question. Where these apply, Tenderers will be discounted from consideration for award if they do not achieve the minimum score required on **any** question.

Taking into account the weightings applied, Tenderers must also obtain a minimum overall quality score of 50 out of 100 to progress to be evaluated on Price.

Please note that, where applicable, there may be a requirement for user testing by Somerset Council's ICT department on any proposed solution.

The following scoring methodology will be used to evaluate the answer to each Award question:

|  |  |
| --- | --- |
| Score | Description |
| 0 – Unacceptable | Nil or inadequate response. The response fails to demonstrate an ability to meet the requirement. |
| 1 – Poor | Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| 2 – Acceptable | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas. |
| 3 – Good | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. |
| 4 – Excellent | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the Requirement will be met in full. |
| 5- Exceptional | Response is comprehensive, unambiguous and demonstrates a thorough and innovative response to the requirements and goes above the expected requirements for the contract. |

## Price Evaluation

As explained above, to be evaluated at this stage, the quality score must be a minimum of 50**,** to ensure that the successful bid is of sufficient quality**.**

Tenderers must complete the Pricing Schedule to set out the total price bid, breaking down individual elements as required and as further explained in the Pricing Criteria Guidance.

Tenderers must seek to price according to what is required to deliver the requirement. Tenderers’ cost breakdowns should include core staff costs, recruitment, training and administration and any other costs that are associated with delivery of the service. All prices must be fully inclusive and be exclusive of VAT.

**The format of the pricing schedule must not be changed, although additional lines may be added where necessary. If a cost is not applicable, please specify this cost as £0.00.**

Any prices not disclosed within the pricing information will not be entertained.

The pricing element of Applicants’ Bid will be evaluated using the following scoring system.

The lowest tendered price will be allocated a maximum score of **30%**.

Other tendered prices which are higher will be scored using the following equation:

x **30%**

**Example:**

Lowest tendered price - £200,000 scores **30%**

Second lowest tendered price - £220,000 = (£200,000 x **30%** ÷ £220,000) scores 27.27**%**

Third lowest tendered price - £265,000 = (£200,000 x **30%** ÷ £265,000) scores 22.64**%**

Any prices not disclosed within the pricing information will not be entertained.

For those bids that meet the minimum quality score required, prices that result in the **lowest Total Contract Value (TCV)**, will be ranked first and will become HIS’s Preferred Supplier. Following a satisfactory Pre Award Clarification Meeting (see below) and the elapse of the standstill period (8 working days after Homes in Somerset’s intention to award is published; please refer to the procurement timetable), the contract will be awarded to the Preferred Supplier.

## Pre Award Clarification Meeting

Following the evaluation of Tenders and prior to the issue of the contract award notice which will trigger the start of the standstill period, Homes in Somerset may invite the shortlisted Tenderer in for a Pre Award Clarification Meeting. During this meeting Homes in Somerset will seek further clarification from the Tenderer on their bid in line with the details provided within your tender response. Should the answers not be to a satisfactory level, Homes in Somerset reserves the right to review the scores previously allocated.

## Abnormally Low Bids

Under Section 19 of the Procurement Act 2023, if a Tenderer returns what Homes in Somerset considers to be an abnormally low-priced tender response, Homes in Somerset will notify the Tenderer that it considers the price to be abnormally low, and give the Tenderer an opportunity to demonstrate that it will be able to perform the contract for the price offered. Homes in Somerset will take account of the evidence provided in the response to a request in writing and will subsequently verify the offer or parts of the offer being abnormally low with the Tenderer. Only at the end of this clarification period, taking into account the individual facts, will Homes in Somerset decide whether the offer should be rejected or not. Homes in Somerset reserves the right to disregard the Tender and reject the offer when the evidence supplied does not satisfactorily explain the low level of price and costs. Any Tenderer must return the clarifying information within two working days from issue by Homes in Somerset, via email to [procurement@homesinsomerset.org](mailto:procurement@homesinsedgemoor.org) .

## Tied Bids

In the event of a tied bid, the Tenderer with the highest overall score for the quality questions will be awarded the contract. If there is a tie on the highest quality score, then the score for the highest value question for quality will be used, continuing until a winner is identified. The contract will then be awarded to this successful Tenderer.

## Homes in Somerset Not Bound

Homes in Somerset does not bind itself to accept the lowest or any Tender for all or any part of the requirement and will not accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the Tender should Homes in Somerset decide to discontinue the tender process for any other reason whatsoever.

Any discussions or correspondence between Homes in Somerset and Tenderers shall be conducted without any obligation whatsoever by Homes in Somerset to enter into or become bound by any contract.

Unless agreed in writing by Jo Hutchins Procurement Specialist**,** or another individual authorised by Homes in Somerset, no amendment or modification can be made to the ITT documentation.

Homes in Somerset will not be bound by any contract until the Contract is embodied in a formal document and signed by all parties.

## Contract Document

The contract to be awarded shall be in the form of the draft contract (see Terms and Conditions) which will be signed by all parties and such contract shall incorporate the tender documents, the duly completed Form of Tender and Anti-Corruption and Anti-Collusion Certificate, pricing schedules, the Conditions of Contract, and any other relevant documentation.

## Transparency

Homes in Somerset may disclose with other Public Sector Contracting Authorities any of the Tenderer's information/documentation (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific tender information) submitted by the Tenderer to Homes in Somerset during this Procurement. The information will not be disclosed outside of the public sector. Tenderers taking part in this competition consent to this as part of the competition process.

**Important Note**

Tenderers are required to address ALL the requirements with details of how each requirement is met. Responses such as “noted”, “agreed”, “compliant” or similar do not provide sufficient information to form a reasoned evaluation of the proposed solution and consequently will be marked as non-compliant.

# Additional Information

## Purchase Order and Invoicing Processes

Purchase Orders will be made by official Homes in Somerset purchase order and will be sent by electronic means. Homes in Somerset accepts no responsibility for payment for orders placed and processed where the order has not complied with this process.

Invoices should be submitted to Homes in Somerset by electronic means to the following e-mail address: [HISfinance@homesinsomerset.org](mailto:HISfinance@homesinsedgemoor.org) quoting a valid purchase order number, any relevant reference numbers and should contain a summary of transactions/work completed. Homes in Somerset will pay the supplier’s invoices within 30 days of receipt of the tax point of a correct and valid invoice for work that has been completed.

Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice.

Homes in Somerset will pay correctly submitted invoices within 30 days of receiptof a valid and authorised invoice which details the work undertaken and the purchase order number. Homes in Somerset reserve the right to refuse payment of any invoice for which a purchase order number has not been provided.

## Exit Planning

It is important that the eventual exit from this contract is considered, either by renewal with another supplier, requirement discontinuation, or contract termination.

**As the incumbent supplier it is expected that you will keep sufficient records to allow for a successful handover.**

**IMPORTANT NOTE**

If your organisation is currently subject to changes in ownership, including but not limited to sale of the business division, management buy-out, merger, acquisition or any other form of significant change, or is reasonably expected to be subject to such changes during this tender process, please provide an explanation of these changes and how they are expected to affect your submission. It should be noted that should such changes occur during the tender process it may result in all aspects of the process being re-evaluated.

**END OF DOCUMENT**