

Help 2 Live at Home (2024)

Invitation to Tender

**Project Reference:**

AS24587

**Deadline for Submissions:**

The application for the Framework is scheduled to commence from October 2024 and will remain open to additional supplier submissions throughout the duration of the framework according to its rules.

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Tender Documents

The following documents form part of this tender pack:

1. Framework Overview (Annex 1)
2. In-tend Enrolment Questionnaire (In-tend hosted questionnaire) (Annex 2)
3. Framework Agreement Terms & Conditions (Annex 3)
4. Other Standard Forms (Annexes 4a to 4d)
   1. Form of Tender
   2. Non-Collusion Certificate
   3. Sub-contractors form
   4. Freedom of Information Declaration
5. In-tend Guidance (Annex 5)

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# Section 1: Introduction & Background

Introduction

1.1 Hampshire County Council (the Authority) invites suitable organisations to tender for the following opportunity:

|  |  |
| --- | --- |
| **Project Title** | Help 2 Live at Home (2024) Framework |
| **Call off Commencement Date (anticipated)** | The Framework application is scheduled to start accepting applications from October 2024. |
| **Estimated Total Contract Value** | £6.2Bn |
| **Initial Contract Duration** | 8 years – until 30 September 2032 |
| **Extension Period(s) & Format** | Extension Options: up to **2** years until 30 September 2034 |
| **Procurement Model** | Light touch Open Framework |
| **Procurement Procedure** | Light Touch Framework under Regulation 74-77 of the Public Contract Regulations 2015 and subsequent Call off Contracts |

Organisation Background

2.1 Hampshire County Council is the third largest shire Council in the country, delivering the majority of Hampshire’s public services, to almost 1.4 million residents (excluding people living in the Southampton and Portsmouth unitary Authority areas).

2.2 We are responsible for around 80% of all spend on Local Authority services in Hampshire, amounting to £2.1 billion a year. Further information on the Authority’s strategic plan and priorities can be found at:

[www.hants.gov.uk/abouttheAuthority/strategiesplansandpolicies/corporatestrategy](http://www.hants.gov.uk/aboutthecouncil/strategiesplansandpolicies/corporatestrategy)

Project Background

Background information can be found in the Framework Overview at Annex 1. Please ensure that you read this before submitting a tender.

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# Section 2: Tender Procedure

Tendering Timetable

4.1 The key dates for this procurement are as follows:

|  |  |
| --- | --- |
| **Event** | **Date (& Time where applicable)** |
| **The Framework will remain open throughout its duration and therefore the dates indicated are “From”** | |
| Issue of ITT for Help to Live at Home (2024) Framework | 14 October 2024 |
| Notification of Contract Award | From October 2024 |

4.2 The Council will not consider any changes to the Framework Agreement once it starts issuing Framework Agreements for signature. This is to ensure that all providers are signed up to the same terms.

4.3 The Council will endeavour to evaluate all submissions and inform suppliers of an outcome as soon as possible.

4.4 During the initial phase of the framework and for the first three months, it is anticipated that timescales may be longer due to the expected high volume of applications from providers. In addition, providers will need to undergo standard due diligence procedures, during which the Quality and Commissioning departments will collaborate to ensure a thorough and proportionate onboarding process. Further due diligence could be conducted as necessary. Only applications that successfully clear this review will be considered for approval or rejection. The outcomes will then be communicated to the providers accordingly.

4.5 As the Help 2 Live at Home (2024) Framework is an open opportunity there is no deadline for submission of tenders.

Tendering Procedure

5.1 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.

5.2 Tenders must be completed and submitted via the Authority’s online tendering portal [In-Tend](https://in-tendhost.co.uk/hampshire/aspx/Home) .

***Please note: To ensure important In-tend notifications are received by your organisation, please add the email domain ‘@in-tendorganiser.co.uk’ to your safe senders list and check your spam filter settings.***

5.3 Tender submissions should consist of the following completed and properly signed documents:

* In-tend ITT Questionnaire
* Standard Forms (a to d)

5.4 Tenders which do not include all the above documentation, may be disqualified.

5.6 The required Standards Forms (Form of Tender, Non-Collusion Certificate, Sub-Contractor form and FOI Form) 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.

5.7 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 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.

5.8 The Council reserves the right to pause entry on to or terminate the framework at its discretion. Providers are advised to expedite their submissions promptly to secure placement on the Framework.

5.9 The provider should be aware that we may seek further information from external agencies, including Companies House, CQC, other local authorities etc. This information would be processed internally, and the response time cannot be guaranteed.

5.10 Providers should be mindful that, whilst they may be accepted onto the Framework, the call-off applications will be more detailed and may require HCC to seek further clarification regarding response provided by the providers. HCC on its part will expedite any call-off’s as quicky as possible.

Tender Clarifications

6.1 All clarification questions relating to this tender must be submitted via [In-Tend](https://in-tendhost.co.uk/hampshire/aspx/Home). Questions submitted and their responses will be published as soon as possible to all tenderers.

6.2 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.

6.3 All clarification questions must be communicated through the In-Tend portal. Any clarification questions received by other means will not be responded to.

6.4 The Authority will issue its response to each question to all tenderers via a Clarification Log published on the In-Tend portal.

6.5 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.

6.6 Tenderers must not rely on any communication from the Authority in respect of this tender unless they are made in accordance with this ITT.

Tender Evaluation

7.1 The outcome of the tender will be decided on the basis of Providers passing all relevant questions for the enrolment questionnaire subject to all relevant and appropriate Due Diligence.

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# Section 3:

# Enrolment Stage

Completion Instructions

8.1 When completing the In-tend Enrolment Questionnaire only provide information which relates to the supplier/organisation which, if successful, would contract with Hampshire County Council (‘the Authority’).

8.2 ‘Supplier’ means the body completing these questions i.e. the legal entity who is responsible for the information provided in the tender submission. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

8.3 With regard to completion of this Questionnaire on behalf of a Consortium, please ensure you refer to Section 9 below.

8.4 Please consider and answer all appropriate questions. Each procurement project can generate a great deal of interest from potential suppliers, so please ensure that you complete the questionnaire as requested. Failure to do so may result in your application being disqualified.

8.5 Your submission, including all responses and supporting documentation, must be completed in English. Where a word/character limit has been indicated for a specific response, the system will not allow you to exceed this limit so please be careful where cutting and pasting information into the response box.

8.6 Suppliers are reminded that the eligibility requirements apply to the procurement process at all times. In particular, these include the provisions set out in Regulations 57 and 58 of the Public Contracts Regulations 2015 and the minimum standards set out in the Enrolment Stage.

8.7 Any change in the eligibility of a Supplier as set out above must be notified immediately to the Authority in writing and may result in that Supplier being disqualified from any further participation in the procurement process. The Authority will consider the nature of the change and the Public Contract Regulations 2015 principals before determining whether the Supplier may continue to participate in the procurement process.

8.8 The Supplier shall also immediately notify the Council if its eligibility requirements change following the award of a Help 2 live at Home (2024) Framework Agreement and any Call Off Contracts. In this situation, the Council reserves the right to suspend or terminate a supplier’s appointment if they no longer meet the original eligibility criteria.

Consortia Arrangements

* 1. The authority recognises the opportunity for organisations/businesses to form consortia for the purposes of tendering. In all cases a single ITT submission on behalf of the consortium is required**. However, we will also require a completed response to Parts 1 & 2 of the Stage 1 Questionnaire (available up on request in a separate MS Word version) for each organisation that forms part of the consortium/group that are being relied upon to provide technical and professional ability and/or the economic and financial standing in order to meet the selection criteria**. This includes where you are a group of suppliers, including joint ventures and partnerships created (or to be created) for the purpose of the contract.

1. If you are bidding as a consortium, **please contact us immediately via In-tend**, using the Correspondence function, and we will issue you an additional copy of the questionnaire in MS Word format for you to issue to each consortium member to fully complete. **These fully completed responses must be submitted with your tender submission,** The evaluation approach as detailed in Section 12 (paras 12.1 to 12.8) of the ITT guidance will apply to these responses.
   1. The Authority is unable to provide any advice to organisations/businesses on the forming and setting up of consortia and therefore your business/organisation should instead seek (where appropriate) its own independent advice on this matter.

9.4 The Authority may require further evidence regarding the structure and operation of your proposed consortium arrangements. This may include but not necessarily be limited to joint working agreements, memorandum of understanding, and governance arrangements. Failure to provide this evidence may lead to your submission being excluded.

9.5 In the case of a consortium which is intended to be jointly and severally liable (e.g. a new legal entity) the Authority will consider evidence/information from any of the relevant consortium members to any of the questions, within the single submission.

9.6 In the case of all other forms of consortia which are not jointly and severally liable, the Authority may consider evidence/information from each of the relevant consortium members relating to all questions in this ITT Stage 1 questionnaire with the exception of Financial Standing. In this instance, the only financial information which will be assessed will be that relating to the organisation/business which directly contracts with the Authority (i.e. the lead organisation). The Authority may also require a further guarantee such as a parent company guarantee or commitment to obtain a performance bond from that lead organisation. In some instances, a collateral warranty may be requested from all or some consortium members, particularly where a consortium member is delivering a significant/fundamental part of the contract.

9.7 It is recognised that arrangements in relation to consortia may be subject to future change. Your response should reflect the arrangements as they are currently envisaged. You must immediately notify the Authority of any proposed changes to your consortium membership or structure. The Authority will review and consider the changes and will assess what impact this has on your tender submission. Please note that the Authority reserves the right to exclude your tender submission at any point during a tender process based on these changes.

Assessment Criteria

10.1 Your submitted ITT Stage 1 questionnaire will be assessed in accordance with the requirements of The Public Contracts Regulations 2015 and Modern Slavery Act 2015 as shown below. The Authority will treat all applications in line with the principles of transparency, equal treatment and non-discrimination.

* + 1. Organisational Information (Questions 1 to 18) - These details enable us to identify your company and obtain information on any consortium bidding models you may be proposing.
    2. Registration with the Care Quality Commission (Question 19)
    3. Mandatory Grounds for Exclusion - As per Regulation 57 (Questions 20 to 24)
    4. Discretionary Grounds for Exclusion - As per Regulation 57 (Questions 25 to 29)
    5. Economic & Financial Standing - As per Regulation 58 (Questions 30 to 32)
    6. Insurance (Question 33)
    7. Business Practices (Questions 34-37)
    8. Payment Terms (Question 38)
    9. Data Protection (Questions 39 to 40)
    10. Health and Safety (Questions 41)
    11. Technical & Professional Ability - As per Regulation 58 (Questions 42 to 43)
    12. Details of Authorised Person (Questions 44)
    13. Declarations – (Questions 45 – 49)

10.2 The following table provides the evaluation mechanism which will be applied. The questions which have a “Pass/Fail” score will be evaluated first. If a “Fail” score is obtained on any of these questions, this will result in your submission being rejected and:

* + - 1. no further question responses will be evaluated (i.e. pass/fail or weighted questions); and
      2. you will not progress any further in this procurement process.

| **Questions Ref** | **Score / Weighting** |
| --- | --- |
| Questions 1 to 18 - Organisational information | For Information only |
| Question – 19 - Registration with the Care Quality Commission | Pass/Fail |
| Questions 20 to 24 - Grounds for Mandatory Exclusion | Pass / Fail |
| Questions 25 to 30 - Grounds for Discretionary Exclusion | Pass / Fail |
| Questions 31 to 32 - Economic & Financial Standing  IF required you must commit to obtaining a Parent Company guarantee or a Performance Bond | Pass/Fail |
| Question 33 – Insurance | Pass / Fail |
| Questions 34 to 37 - Business Practices | Pass/Fail |
| Question 38 - Payment Terms | Pass/Fail |
| Questions 39 to 40 - Data Protection | Pass/Fail |
| Question – 41 - Health and Safety | Pass/Fail |
| Question 42 to 43 - Technical and Professional Ability | Pass/Fail |
| Questions 44 – Details of Authorised Persons | Information Only |
| Question 45 – 49 - Declarations | Information Only |

10.3 All questions are “Pass/Fail”, with the exception of the section relating to ‘Economic & Financial Standing’. This section has a separate scoring mechanism which is detailed in this guidance (section 12.10 to 12.13).

Overall Pass Mark

11.1 Suppliers need to pass all Pass/Fail questions on the Enrolment Questionnaire, subject to all relevant and appropriate Due Diligence.  Where suppliers do not achieve a pass, they will not have access to Call Off opportunities.

11.2 Where suppliers do not initially meet the criteria to pass the Enrolment Questionnaire the Council would welcome a fresh application when the supplier has addressed the issues which has led to the initial fail.

Question Guidance & Fail Criteria

Questions 1 to 18 - Organisation Details

12.1 The purpose of these questions is to collect background information and contact details about the supplier with which the Authority may contract with. All questions within this section must be completed. As the information requested in this section is for our information only, this part of the questionnaire is not scored.  Question 16 of this section requires the completion of the Table(s) in Annex 4c “Sub-Contractor/Supply Chain Form” if appropriate.

Question 19 Registration with the Care Quality Commission

12.2 This question allows the authority to confirm that any potential supplier registered and will continue to be registered with the regulator (CQC). Failure to submit a valid “Provider ID” will result in a Fail

Questions 20 to 24 – Grounds for Mandatory Exclusion

12.3 These questions relate to the professional, business standing status of your organisation. A “Yes” answer to Question 19 may result in a Fail subject to your response to Q20.  Please note that when answering Question 19 you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities you must consider:

* + 1. Members of your administrative, management or supervisory board. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. For example, members of your administrative, management or supervisory board will include company directors (or equivalent for other types of corporate entities) and members of an executive board.
    2. Those with powers of representation, decision or control. This may be more complex depending on the nature of your organisation and you may wish to take independent advice on who may be included if you are unsure. For example, entities or persons with a 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control.

12.4 Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of a Special Purpose Vehicle set up specifically to bid for a particular contract), and holders of mortgages or liens, may be included in the above category b). It is not necessary for you to identify which entities and persons you think are relevant but you must be satisfied that your declaration is made in respect of all of those that are relevant.

12.5 If you have answered “No” to Question 21 on the non-payment of taxes or social security contributions, this may result in a ‘FAIL’ score being awarded.

12.6 The Authority will consider the information provided in order to assess whether or not your organisation should be excluded.

12.7 The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Questions 25 to 29 – Grounds for Discretionary Exclusion

12.8 Should any of the discretionary exclusions stated in Questions 24, 25 or 27 apply, your organisation must declare these and provide further details as requested in Questions 28 and 29.

12.9 The Authority will consider the information provided in order to assess whether or not your organisation should be excluded.

Questions 30 to 32– Economic & Financial Standing

12.10 These questions provide the Authority with background information on the financial stability of your organisation. The more options you are able to tick the better able the Authority will be to assess your financial standing, in the event that we are unable to obtain a business risk report.

12.11 The Authority requires its suppliers to IF required, obtain a Parent Company Guarantee of a Performance bond in Question 29. If you tick “No”, this will result in a Fail.

12.12 If your organisation intends to submit financial information such as management accounts, which have not been independently verified, we require, that prior to submission, the information submitted is either reviewed and signed by a Director, Trustee or Business Owner (depending on your legal structure) or has been approved and noted at a Board of Directors/Trustee meeting as being an accurate representation.

12.13 The following statement must be reproduced and included on the financial documentation to be submitted:

*I/we confirm that the financial information presented as part of our submission represents a 'true and fair view,' is materially accurate to my/our knowledge and can be used by the Authority to make an informed decision regarding our organisations financial status.*

Please also include as appropriate, one of the statements below:

*This financial information was agreed by the Directors/Trustees at a board meeting held on [enter date] and is noted in minute number [enter minute number].*

Or

*This financial information was agreed and approved by [name of Director/Trustee/Business Owner], on behalf of [name of organisation]*

*Signed:*

*Print Name:*

*Date:*

Question 33 - Insurance

12.14 The Authority has risk assessed the insurance requirements for this procurement and has stated the minimum levels required at the start of the procurement. If you are not sure whether you may need Employers Liability Insurance, please seek advice from an independent insurance broker or legal adviser. Further information can also be found on [www.gov.uk](http://www.gov.uk) or [www.hse.gov.uk](http://www.hse.gov.uk) and search for ‘Employers Liability Insurance.’

12.15 If you already hold the required levels of insurance and answer ‘Yes’ to this question, please be aware that at any time during the tender process the Authority may require copies of your insurance documents as evidence of this, and ensure they are immediately available if requested.

12.16 Where you do not currently hold the required levels of insurance, it is important you check with your insurance company that your organisation is able to obtain the levels of insurance required and that you are aware of any additional cost.

12.17 An answer of “No” to Question 32 will result in a Fail.

12.18 Where a framework is being established, which requires a subsequent Call-Off before a contract is awarded, the required levels of insurance need only be in place if successful at call-off stage.

Questions 34 to 37 - Business Practices

Equalities

12.19 The Authority has a legal duty to promote equal opportunities and ensure that all members of the community are treated fairly and equally. It is important to know that potential suppliers recognise and accept their legal duties in this area and will be able to manage staff appropriately.

12.20 If your answer is “Yes” to either Question 33 or Question 34, this may result in a Fail unless you can clearly demonstrate by providing written evidence in Question 35 that you have taken adequate actions to resolve and prevent the risk of re-occurrence.

Sustainability

12.21 The Authority requires its suppliers to support its approach in proactively managing its Corporate Social Responsibility including the reduction of its carbon footprint, impact on the environment and use of natural resources. A “No” answer to Question 35 will result in a Fail.

Question 38 – Payment Terms

12.22 This question asks you to confirm your organisation has systems in place to include (as a minimum) 30-day payment terms in all your supply chain contracts and require that such terms are passed down through your supply chain. A response of “No” to this question will result in a Fail.

Questions 39 to 40 – Data Protection

12.23 The Authority has a duty to ensure Personal data and Special Category data are controlled and processed in a safe and compliant manner. A response of “No” to either Questions 36 - 37 will result in a Fail.

Question 41 – Health and Safety

12.24 This question allows the Authority to confirm any potential supplier manages health and safety effectively and can control risks in relation to this requirement. A response of “No” to this question will result in a Fail.

Question 42 - 43 - Technical & Professional Ability

12.25 This question allows you to provide the Authority with information regarding your business activities. A response of “Yes” to question 40 will result in a failure. Bidders would be required to complete the question 41 and provide evidence/explanations as to the particular situation and subsequent actions taken.

Questions 44 – Details of Authorised Persons

12.26 This question is for information only and this part of the questionnaire is not evaluated as Pass/Fail.

Question 45 – 49 – Declarations

12.27 The Authority may reject this submission if there is a failure to answer all relevant questions fully or if false/misleading information is provided.

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# Section 4: General Guidance & Instructions

13. Formalities

13.1 The following requirements must be adhered to when submitting tenders:

* + 1. All responses must be written in the response box provided for each question. 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 specifically requested as part of the Tender, should be included as attachments with cross-references to this material in the main body of the Tender questionnaire responses. Please refer to In-Tend 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 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.
    4. 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.

13.2 Tenderers are directed to read the Tendering Rules contained in Section 5 below. These must be adhered to at all times. Failure to adhere to these Rules is likely to result in your tender being excluded.

1. Submission of Tenders

14.1 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.

* 1. Tenders must be submitted via the electronic tendering portal at <https://in-tendhost.co.uk/hampshire/>
  2. Tenderers should note 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:

1. Microsoft Office (e.g. .doc, .docx, .xls, .xlsx, etc), or an equivalent file type capable of being opened by Microsoft Office.
2. PDF files (.pdf)
3. Web files (.htm, .html)
4. Images (.gif, .jpg, .png, .bmp, etc)
   1. Tenderers should also note that at certain times of day, especially between 12:00pm and 2:00pm, the portal can become busy, potentially resulting in slow upload times.
5. 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 satisfy themselves as to their acceptability to their organisation. If necessary, tenderers are advised to seek their own independent legal advice. The Authority is not able to provide such advice.
   3. By submitting a tender, Tenderers are agreeing to be bound by the terms of this ITT and the contract without further negotiation or amendment. There will be no negotiations on the Terms and Conditions of Contract either as part of the negotiation stage or post-tender. Tenderers are advised to seek their own independent legal advice if there is anything in the contract terms and conditions which they are unsure of.
   4. This Invitation to Tender 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 Hampshire County Authority and the Tenderer if it is successful. 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.
6. Warnings & 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 read carefully all of the documentation contained in this Invitation to Tender, 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. Tenderers are reminded that the eligibility requirements apply to the procurement process at all times. In particular, these include the provisions set out in Regulation 57 of the Public Contracts Regulations 2015 and the minimum standards set out in the ITT Selection Stage Questionnaire.
   4. 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.
   5. 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.
   6. This exclusion of liability extends 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 communications transmitted to any tenderer.
   7. 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.
7. Confidentiality & Freedom of Information
   1. This ITT is made available on the condition that its contents (including the fact that the Tenderer has received the ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender.
   2. The Authority is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”). The Act, as from 1 January 2005, provides that anyone can ask the Authority for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which a contractor has provided and may provide in future to the Authority will be subject to the Freedom of Information Act 2000.
8. Identification of Commercially Sensitive Information within a tender
   1. Where the Authority is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Tenderer considers that any specific parts of the information contained in its Tender is subject to any exemption, this shall be stated in Annex 4d which should be submitted as part of the Tender. The Authority will consider, but not be bound by, the information contained within this form, when responding to any related FOI request.
   2. The attention of Tenderers is drawn to Section 43 of the FOIA which provides that information is exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Tenderers are further advised that, if this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
   3. If the Authority receives a request under the Act, which involves information provided in an application the Authority may, consult with you. However, the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the Authority has up-to-date contact details and that the contact is able to respond to a request quickly. If a quick response cannot be provided, the Authority may have to make a decision without your input.
   4. Further information about the Act and a copy of the code of practice are available from the Information Commissioner’s website at:

<http://ico.org.uk/for_organisations/freedom_of_information>

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

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

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# Section 5:

# Tender Rules

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

1. 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.
   4. The Authority may make whatever changes it sees fit to the timetable, structure or content of the procurement process, including pausing new entry on to the framework for a period of time.
   5. The Authority may withdraw this ITT at any time, and re-invite tenderers on the same or any alternative basis.
   6. The Authority may terminate the procurement process at any time and for any reason without awarding any further contracts.
   7. 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.
2. Tender Submission Deadline
   1. Responses to this ITT must be submitted through the Council's nominated electronic method, currently In-Tend, or any future iterations thereof. Applications will be considered throughout the duration of the Framework in accordance with its rules and terms and conditions.
3. In-Tend Communication
   1. All correspondence/communication regarding this tender must be conducted via the Council's nominated electronic method, currently In-Tend or any future iterations thereof.
   2. The Authority recommends tenderers ensure their In-Tend accounts are kept up to date and suitably monitored for communication at all times, particularly during the tender submission and evaluation periods.
   3. 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 In-Tend correspondence or maintain correct contact information.
4. Word Limits, Attachments & Templates
   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.
   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 tenderer’s 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. 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 schedules 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.

23. Language & Currency

23.1 All tenders must be written in English and drafted in accordance with this ITT.

23.2 All currency amounts, including on insurance documents, must be expressed in Pounds Sterling and be **exclusive of VAT**.

24 Tender Format

24.1 All tenders must be submitted electronically via the Council's nominated electronic method, currently In-Tend or any future iterations thereof. The Authority will not accept submissions by any other method unless expressly requested in exceptional circumstances.

1. Tender Acceptance Period

25.1 Tenders should remain valid for acceptance for a period of 90 days following the final date for submission of the tender.

1. Qualified & Variant Tenders

26.1 Unless otherwise expressly stated in this ITT the Authority will not accept qualified tenders.

26.2 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.

26.3 Any tenderer who has submitted a qualified tender will be contacted via the Council's nominated electronic method, currently In-Tend or any future iterations thereof 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.

26.4 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.

26.5 Variant tenders which do not conform to the Authority’s requirements and the terms of this ITT may be disqualified.

1. Signatures

27.1 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.

27.2 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.

27.3 Where the tenderer is a sole trader, they should sign and give their name in full with the name under which they are trading.

27.4 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).

1. Conflicts of Interest

28.1 Any attempt by any tenderer or its advisors, employees or representatives to influence the tender process in any way may result in the tenderer being disqualified.

28.2 Tenderers are responsible for ensuring no conflict of interest arises between itself and its advisors and the Authority and its advisors. Where such a conflict may arise the tenderer must draw the Authority’s attention to it.

28.3 Where the tenderer fails to draw the Authority’s attention to a potential conflict of interest the tenderer may be disqualified.

28.4 Where a conflict of interest cannot be resolved the tenderer may be disqualified.

1. Costs

29.1 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.

1. Canvassing

30.1 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.

1. Effect of Disqualification

31.1 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.

1. Acceptance of Tenders and the Mandatory Standstill Period

32.1 Where a decision is made to accept a Tender, the Authority will issue the Provider with an award letter.

32.2 As a Framework there will not be a Standstill period for this opportunity.

32.3 Where a provider is excluded the Council will issue an exclusion letter detailing where the provider Failed.

Appendix 1:   
Data Protection

# *Data Processing details will be specific to each call off and details will be published in the call off documentation as relevant.*