



PART B

INSTRUCTIONS TO BIDDERS

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SECTION 1- Instructions

1.1 Introduction

This contract is being procured for use by the Council and all affiliated services, as required

1.2 Procurement Process

The Council has adopted a tender process for this procurement. This means that all valid and compliant tenders received will be evaluated.

The Council is using the Due North/Pro-Contract Portal, hosted by LGSS for ALL procurements over £25,000 in value. As such the portal will be used to:

1. Advertise opportunities
2. Issue tender documents
3. Address all Q&As in a transparent, anonymised & public format (up to five working days before the tender return date)
4. Receive tender returns
5. Address any clarifications throughout the whole process
6. Advise of successful/unsuccessful outcomes

Where the Council regards additional information, response to Q&A or an amendment to the original invitation to tender documents as significant, an extension of the closing date for return of tenders may, at the discretion of the Council, be given to all tenderers. However, once the deadline for Q&A has passed, a request for an extension is likely to be declined.

The Council will not reimburse any tender costs or expenses.

The Council reserves the right not to award any contract following this tender process. There will be no binding agreement between the Council and the successful tenderer until a contract signed by each party to it and dated is in place.

1.3 Tender Preparation

It is your responsibility to make sure that you have understood the invitation to tender documents and that you complete them correctly. You must seek clarification if you do not understand anything. The Council bears no responsibility for tender documents that are returned incorrectly completed.

Tenders must not be qualified, conditional or accompanied by statements that might be construed as rendering the tender equivocal. Qualified or conditional tenders are very likely to be rejected. The Council's decision as to whether a tender is acceptable will be final.

SECTION 2 - Evaluation Process

2.1 Evaluation Principle

The Council is looking for the tender that is most economically advantageous to it. This will be assessed using the award criteria, which are:

- Quality; and
- Price.

The ratio of quality to price is set out in the Part A - Project Brief and Specification.

2.2 Evaluators

Evaluation of tenders will be carried out by a panel of officers of the Council (and where appropriate other individuals, including residents and organisations selected by the Council) to ensure an appropriate breadth of experience and understanding is applied.

2.3 Compliant Submission

Tenders must comply strictly with these instructions to tenderers. Tenders must not be qualified, conditional or accompanied by statement that might be construed as rendering the tender equivocal. Only unqualified, unconditional tenders will be considered. The Council's decision as to whether a tender is compliant with the requirements of these instructions to tenderers will be final.

You must submit the following, in accordance with the invitation to tender documents:

1. A duly signed Form of Tender
2. All reference information required
3. The Pricing Document properly completed
4. The method statements to assess quality, correctly completed
5. Any supporting information, appropriately labelled.

Failure to provide any of the above mandatory (must) documents is likely to result in your tender being deemed incomplete and non-compliant, resulting in it being rejected. Any information not completed or provided in the wrong format or which is superfluous, may score zero.

2.4 Price Evaluation

You must provide the price information in the format of the Pricing Document issued. For evaluation purposes a 'total' value will be calculated from which a score can be assigned out of the percentage detailed in Part A - Project Brief and Specification. The lowest price will be awarded the maximum marks (for the allocated price %). All

other bidders scores will be evaluated by dividing the lowest price by the bidder's comparison price and multiplying that proportion by the allocated price %.

For example, where the price % was 40%:

Tender A lowest price (£1) score = 40%

Tender B comparison price (£2) score = 20%

Where there appears to be an error in the submission (or supporting information) or where a calculation error becomes apparent then the Bidder will be notified and asked to confirm or withdraw the Tender. Where this appertains to a Bill of quantities or a schedule of rates, the Council will correct the error in accordance with the NJCC code of practice.

2.5 Quality Evaluation

You must provide method statements in response to the various quality requirements of the specification. You are advised to submit the method statements labelled and sequenced as set out in the Part A - Project Brief and Specification.

Any method statements submitted more than the stated limits, in a different format or enhanced by brochures will not be scored.

The scoring mechanism is set out in the Part A - Project Brief and Specification the evaluation of the answers will be as follows:

Evaluation of answer	Marks
Proposal meets the required standard in all material respects	5
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	4
Proposal fall short of achieving expected standard in several identifiable respects	3
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	2
Completely fails to meet required standard or does not provide a proposal	1
Nil response (no answer provided)	0

2.6 Generally

Throughout the evaluation process, the Council reserves the right to seek clarifications from tenderers, to achieve a complete understanding of the proposals received.

This may include you meeting with officers of the Council to clarify your tender in more detail, but you will not be allowed to make any additions or changes to your tender once submitted. Because of this, the clarifications scores may be adjusted up or down.

2.7 Awarding the Contract

Once the successful tender (the highest scoring tender) is identified, the Council may require evidence to support any areas where the tenderer has self-certified compliance and will undertake an assessment of the successful tenderer's financial stability as part of final due diligence checks. In the event, serious concerns over the successful tenderer's financial stability cannot be reconciled or satisfied, or the tenderer fails to provide evidence, the Council reserves the right not to award.

Once tender evaluation is complete, tenderers will be notified simultaneously and as soon as possible of any decision made by the Council about contract award.

Following notification of the award decision, the successful tenderer will be required to sign or execute the written contract. Instructions for the signature or execution of that contract will be provided to the successful tenderer by the Council.

Tenderers must not undertake work or enter into any commitments for the subject matter of this invitation to tender in advance of the written contract being properly concluded. The Council will not pay for any such work or commitments.

SECTION 3 – Conditions of Tender

3.1 Tender Return

We require you to submit your tender **electronically via the LGSS Due North E-Tendering portal** - **You must not submit your tender by post, by hand, by e-mail or by fax.** **Your response must be in English and prices must be submitted in sterling (GBP).**

3.2 Information to Be Considered

Only the information contained within this invitation to tender document, or the accompanying documentation, or otherwise communicated via the portal by the Council, should be considered by you when making your offer.

3.3 Submission Format

Your total tender submission must be submitted as a zipped folder, to include ALL the documents detailed in section 2.3 above. Please return the documents in the format issued. PDF's are acceptable however any spreadsheets must be returned as an excel document;

Tenderers should note that any questions asked later than one week before the tender return date may not be answered.

3.4 Code Of Conduct

In participating in a procurement process and submitting a tender, you agree NOT to canvass, discuss your tender submission or your participation in the process or any requirements regarding clarifications or meetings requests, with ANY Council Staff, Members, residents or other parties, other than those explicitly identified to them by the Procurement or Project Manager.

Any breach of this code of conduct may be:

- A breach of confidentiality requirements;
- A breach of the Data Protection Act 1998;
- Or potentially anti-competitive, collusive or corrupt.

Should the Council identify such a breach of this code of conduct, the Council reserve the right to remove your submission from further consideration.

You must not canvass support or preferred use of your organisation with publishing media of any kind or with any other tenderer or any member or officer of the Council

or any individual representing the Council. Any bidder that does not comply with this paragraph (3.4) shall have their tender rejected.

3.5 Financial Stability of Successful Tenderer

As part of the Council's assessment of tenderers' suitability for the contract, you must complete the Business Questionnaire or Standard Selection Questionnaire included in this invitation to tender; this will enable an assessment of your economic and financial standing. Please ensure that you can evidence the following:

- The Council will take a proportionate approach to financial checks and where the project represents a financial risk to the council then the following shall apply:
 - A minimum turnover as specified in the Part A - Project Brief and Specification but this could be up to twice the value of the contract;
 - That your financial ratios demonstrate your organisation to be financially viable and a low risk for the Council – specifically the Council requires
 - that the latest audited accounts show the Current Assets to exceed the Current Liabilities,
 - such audited accounts to be submitted within the dates required by Companies House, namely a private company has nine months from the end of the accounting reference period in which to deliver its accounts, a public company has six months.

Where this is not the case, the tender may be rejected.

- The appropriate levels of insurance;
- The organisation is NOT in breach of corporate tax or social security requirements or any other mandatory or discretionary requirements.

The Council may (at its discretion) seek a credit report regarding financial stability and risk (to facilitate assessing ratios) on receipt of tenders; this will be reviewed in conjunction with the above and any submitted supporting information.

Should there be any issues relating to ANY of the above – please contact the Council to discuss and provide appropriate evidence WITH your tender return.

Failure to provide relevant evidence regarding the above or to mitigate risk to the Council, may result in your tender not being evaluated further.

You are advised to complete Standard Selection Questionnaire or Business Questionnaire (as applicable) before you take part in this invitation to tender

process to assure yourself that your organisation has sufficient financial capacity and experience to undertake the contract, should you be successful.

3.6 Representations

No representation by any officer of Cambridge City Council, nor any representation at all about any matter which has a bearing on the contract, other than one expressly contained in the signed or executed contract documents, shall constitute a term or condition of the contract nor a representation which gives the contractor grounds for rescinding the contract or claiming damages for misrepresentation.

3.7 Qualification

You must not qualify your tender or add conditions to it or statements that might be construed as making your tender equivocal. Qualified or conditional tenders are very likely to be rejected. The Council's decision as to whether a tender is acceptable will be final.

You must obtain for yourself all information necessary for the preparation of your tender and satisfy yourself that the quality and standards specified by you or the Council are appropriate. Information supplied to tenderers by the Council or contained in Council publications is supplied only for general guidance in the preparation of your tender. You must satisfy yourself as to the accuracy of any such information and no responsibility is accepted (or warranty given) by the Council for any loss or damages of whatever kind and howsoever caused, arising from your use of such information.

3.8 Law and Jurisdiction

Tenders and supporting documents must be in English and prices must be in pounds-sterling. Any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of England and subject to the exclusive jurisdiction of the English Courts.

3.9 Tenders Excluded

Your tender will NOT be considered for acceptance if you (or anyone working for you or on your behalf) has engaged or attempted to engage in any corrupt practice or has canvassed the tender with any member or officer of Cambridge City Council.

“Corrupt practice” includes

- (i) offering, promising or giving an advantage (financial or otherwise) to a public official with the intention of inducing that person to act improperly or rewarding him or her for doing so and

- (ii) requesting, agreeing to receive or accepting an advantage (financial or otherwise) with the intention that as a result a public official will act improperly.

“Canvassing” means trying to obtain support for a tender or trying to obtain information about another tender or proposed tender. If you have engaged or attempted to engage in any such practices and that comes to light after your tender has been accepted, then grounds will exist for the termination of the contract and the claiming of damages from you. It may also be a criminal offence.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in this invitation to tender document or (b) is delivered out of time or in a manner other than specified in these instructions. **It is therefore in your interests to make sure that you that you follow these instructions to tenderers.**

3.10 Abnormally Low Prices

The Council places significant importance around the quality elements of this invitation to tender and accepts that to achieve this may result in an impact on price. Where the Council has concerns regarding sufficiency of price, the Council reserves the right to seek clarifications and where insufficiently reassuring, reserves the right to disqualify the tender as inadequate and incomplete. In contracts where appropriate and sufficient staff resourcing is a significant risk consideration, the Council may require tenderers to explain their prices as part of their tender (by way of a scored method statement) to facilitate the evaluation process.

Where this information is not supplied, or the information does not satisfactorily account for the low prices the Council reserve the right to reject the tender as abnormally low, insufficient and incomplete.

Where this information is requested as a method statement, it will take the place of asking tenderers to explain their prices or costs after submission of their tenders.

3.11 Price Manipulation

Where the tender includes multiple schedules and/or various pricing documents, scoring individual elements, and an individual price appears inconsistent to affect the scores significantly, the Council reserves the right to seek clarifications and where insufficiently reassuring, reserves the right to disqualify the tender as being in breach of the conditions of tender.

3.12 Blacklisting

The Council deplors the illegal practice of “blacklisting” and tenderers are required as part of the Standard Selection Questionnaire or Business Questionnaire to self-certify that they have not been involved in blacklisting in the previous three years and that they will not take part in blacklisting in the future. Where a tenderer is unable to self-certify, the Council will review the information provided and assess, in a transparent and reasonable manner, whether the organisation should be excluded from the competition.

3.13 Anti-Corruption and Collusive Tendering

If the Council considers that a cover price (i.e. a tender that is not intended to be considered seriously) has been submitted, the Council may reject the tender. Please note that local authorities are encouraged to report any evidence of price fixing arrangements.

By submitting your tender, you confirm that you have not committed a Prohibited Act; such as defined below:

- directly or indirectly offering, promising or giving any elected member of the Council or any person working for or engaged by the Council a financial or other advantage to induce that person to perform improperly a relevant function or activity or rewarding that person for improper performance of a relevant function or activity;
- directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity about this contract;
- committing any offence under the Bribery Act 2010;
- committing any offence under section 117(2) of the Local Government Act 1972;
- committing any offence of fraud;
- defrauding, attempting to defraud or conspiring to defraud the Council;
- fixing or adjusting the amount of your tender by or under or in accordance with any agreement or arrangement with any other person. You also certify that you have at no time, before or following the submission of your tender, carried out any of the following acts:
 - i) communicating to any person except the City Council the amount or approximate amount of your proposed tender, except where such disclosure, in confidence, is necessary to obtain legal or financial advice or insurance premium quotations required for the preparation of the tender;

- ii) entering into any agreement or arrangement with any person that he will not submit a tender in competition with you or as to the amount of any tender that he will submit;
- iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or arranging for any of the actions mentioned in (i) or (ii). In the context of this paragraph, the word 'person' includes any individual and any company, firm, business, association or other body and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

3.14 Freedom of Information and Data Protection

The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 require the Council to disclose on request information it holds. Information may only be withheld where a statutory exemption applies. In providing information to the Council, you therefore accept that such information may be disclosable under the Act or the Regulations and you should not provide information as part of your tender on an "in confidence" basis. If you consider that any information should not be disclosed because a statutory exemption applies, you should clearly mark it as such, stating the reasons for claiming the exemption. However, the final decision as to whether information should be disclosed or not shall be made by Cambridge City Council. The Council will retain information gathered as part of this tender exercise in accordance with its Retentions and Deletions Policy.

The Data Protection Act 1998 protects personal information of living individuals. If a contract resulting from this tender procedure would involve you in handling any such information, you must be registered under the Data Protection Act and comply with its provisions.

3.15 Public Rights of Audit

The Local Audit and Accountability Act 2014 gives interested members of the public, for a limited period each year, access to the Council's accounting records. For the purposes of this exercise, the Council's records include contracts that the Council has with its suppliers.

You should note that any contract awarded after this procurement may be disclosed to a member of the public during the audit period. The Council will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 and any commercially sensitive or confidential material that would, in the Council's

judgement, fall within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

3.16 Government Transparency Initiative

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Central Government requires local authorities to publish tender opportunities online (including all invitation to tender documents for contracts) valued over £25,000. In tendering for this contract, you should be aware that if your tender is successful, the resulting contract may be disclosed to members of the public. Limited redactions will be made only to comply with existing law.

3.17 Bond & Parent Company Guarantee

The Council reserves the right to require tenderers to provide a price for the provision of a bond and/or a parent company guarantee. Once the leading tender is identified, the Council will consider, having due regard to all relevant risks, whether to require the tenderer to provide a bond and/or parent company guarantee at the start of the contract. Even if the Council elects not to require a bond or parent company guarantee at the start of the contract, it can require the tenderer to provide one or both at a later stage. The decision on whether to require a bond or guarantee is Cambridge City Council's alone

The required forms for bonds and parent company guarantees are set out in this invitation to tender and no alterations or amendments will be permitted.

3.18 Warranties

By submitting a tender, you warrant, represent and undertake to the Council that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by you, your staff or agents about or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission;
- You have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the tender and that you have not submitted the tender and will not be entering into the contract (if the same be awarded to you by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council;

- You have full power and authority to enter into the contract and perform the obligations specified in the specification and conditions of contract and will, if required, produce evidence of such to the Council;
- You are of sound financial standing and have and will have sufficient working capital, skilled staff, equipment and other resources available to you to perform the obligations specified in the specification and conditions of contract; and
- You will not at any time during the term of the contract or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of what nature owned or controlled by the Council and which is for the time being in the possession of you as contractor.

3.19 COLLATERAL WARRANTIES

Where the contract includes a requirement for a design by a third party, such as a sub-contractor, the third party may be required to provide a collateral warranty in a form approved by the Council.

3.20 Health and Safety

If you are awarded the contract, you will be required to comply with the Health & Safety at Work etc. Act 1974 and any requirements of the Health and Safety Executive as relevant to the services or works to be delivered.

3.21 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

Where TUPE applies to the contract, employee information will be provided separately, once you have provided a confidentiality undertaking in a form approved by the Council.

3.22 Living Wage

The Council pays its own staff a living wage (as defined by the Living Wage Foundation - www.livingwage.org.uk) and believes that payment of a living wage by its contractors and sub-contractors will contribute positively to the economic, social and environmental well-being of the area. The contract will therefore require the contractor and its sub-contractors to pay the Living Wage Foundation living wage to all their staff who work on the Council's premises (or land maintained by the council) for two or more hours on any day of the week for eight or more consecutive weeks.

If the Council's Living Wage policy applies to the contract the subject of this invitation to tender, you must allow for payment of the Living Wage in all prices in the Pricing Document. The current value of the Living Wage stands at £8.45 per hour, and new rates are announced every year in November (and must be implemented by 1st May).

The contractor and its subcontractors will be required to provide evidence of compliance with this required on written request by the Council. Failure to do so could be treated as a breach of contract.

The Living Wage Foundation is an initiative of Citizens UK, charity registration number 1107284.

3.23 Public Services (Social Value) Act 2012

The Council is committed to ensuring that all procurements consider the economic, social and environmental well-being of the City and surrounding area. As such, we require all tenderers to incorporate this commitment to our residents, in their submissions, through avenues such as (but not limited to):

- Supply chain selection and collaborative working,
- Local recruitment opportunities
- Local apprenticeships
- Community projects/ sponsorship schemes

Please visit our website for further information around our commitment to the community.

3.24 Conditions Of Contract

The applicable conditions of contract are set out or referred to in the Part A - Project Brief and Specification. You are advised to read the conditions of contract carefully; in submitting a tender, you agree to the conditions of contract in their un-amended form. The conditions of contract are not open to negotiation either before or after submission of tenders.

3.25 Sub-Contracting

If you are awarded the contract, you may sub-contract only with the express written consent of the Council. All sub-contracts MUST reflect the requirements of the contract with the Council.

Where a sub-contracting arrangement is permitted, the contractor will be required to provide a copy of the sub-contract on request by the Council.

3.26 Specification, Drawings and Supporting Information

You are advised to read ALL project information carefully and to ensure the requirements are properly addressed and priced for within your tender response. The Council CANNOT accept additional information or any changes to your submission after the return date, if you have missed or misunderstood information in the invitation to tender.

3.27 Purchase Orders and Invoices

You must not accept any verbal instructions or personal e-mails as initial orders.

Please be advised that any invoice received without a VALID Council Purchase Order number will NOT be paid.