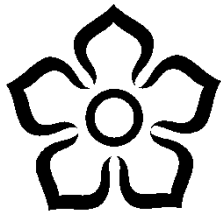


insert

Confidential



Leicester  
City Council

## Tender Instructions and Evaluation Methodology

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The provision of **insert**

Open Procedure

Procurement Act 2023

Contract Reference: **insert**

Procurement Lead: **Insert**

Document Dated: **MonthYear**

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### Separate Procurement Documents

Appendix A - Terms & Conditions of Participation

Appendix B - The Councils Detailed Requirements

Appendix C - The Councils Service levels; **Service Credits** and KPIS

Appendix D - The Contract terms

Tender Response Document

Annex A – Tender Pricing Schedule

**DOCUMENT GLOSSARY**

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a Tender together, or (b) the Council is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Council	means Leicester City Council
Central Digital Platform	means the online system defined by regulation 5(2) of the Act (SI 2024 No. 692).
Open Procedure	means the open procedure as defined by section 20 of the Act.
Contract	means the contract to be entered into by the Council with the successful Supplier.
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in Appendix C.
Portal	means the <a href="#">EastMidsTenders</a> Portal used by the Council for the purposes of this Procurement and which can be accessed here: [insert link to portal].
Procurement	this Open Procedure procurement process.
Procurement Timetable	the timetable for this Procurement as set out in this document.
Service Credits	means the service credits set out in Appendix C.
Service Levels	means the service levels set out in Appendix C
Supplier or Suppliers	means a supplier or suppliers (as the case may be) participating in the Procurement
Tender	means the written proposal submitted by the Supplier as part of this Procurement at any stage of Procurement process, and the Tender includes the response to this document and the Tender Response Documents listed in 2.1.1
Tender Notice	means the Tender Notice on the Central Digital Platform

## SECTION 1: INTRODUCTION

### 1.1 INTRODUCTION

- 1.1.1 This Procurement is being conducted in accordance with the Act using the **Open Procedure**. This document describes how the Procurement will be conducted, including details of the associated Procurement Timetable, award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
- 1.1.2 This document has been prepared to assist Suppliers in deciding whether to submit a Tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
- 1.1.3 This document should be read in conjunction with the Tender Notice and any other Procurement Documents which have been made available at this stage of the Procurement.
- 1.1.4 The Council reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.
- 1.1.5 **Please read and ensure compliance with the Procurement terms and conditions of participation contained in Appendix A.**
- 1.1.6 Common terms and expressions shall have the meanings ascribed to them in this [Document Glossary](#)
- 1.1.7 All references to a 'section' are to a section in the Act unless otherwise stated.
- 1.1.8 All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.
- 1.1.8 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

### 1.2 INTRODUCTION TO THE COUNCIL

#### THE COUNCIL

The Council is a Unitary Authority and provides all the local Government Services to the citizens of Leicester.

#### COUNCIL OBJECTIVES

The Council is committed to efficient and sustainable procurement and seeks to use its buying power to meet the following objectives:

- To help achieve a prosperous city where everyone meets their potential by encouraging sources of supply which provide employment for local people, particularly skilled employment.
- To help achieve a beautiful, quiet, clean and green city by promoting environmental sustainability through its procurement.
- To support the delivery of quality services which promote equality and accessibility by seeking to achieve the best possible supplies/services for the best possible price.

The Council's current policies, plans and strategies including environmental and sustainability are publicly available on our website; [Policies, plans and strategies](#)

## THE COUNCIL'S OFFICES

The Council's administrative headquarters is at City Hall, 115 Charles Street, Leicester, LE1 1FZ, which is located within the city centre.

## 1.3 OVERVIEW OF THE REQUIREMENTS & CONTRACT

### Overview

- 1.3.1 The Council would like to invite Suppliers to submit a Tender for selection of a [single] Supplier to provide [insert details of services/supplies but not just a title please include a brief summary of the overview] (the Services) on a [non-]exclusive basis.

The Contract is split into lots as detailed below

- Lot 1
- Lot 2

### OR

The Contract is not split into lots and the justification for not doing so is stipulated in the Tender Notice.

- 1.3.2 The Council's detailed requirements are set out in Appendix B. (Note : Any other documents need to be listed if separate to Appendix B)
- 1.3.3 The Council's contracting, and commercial approach is documented in the terms and conditions set out in Appendix D (the Contract).
- 1.3.4 This Procurement is being undertaken on behalf of the [insert details of the department] of the Council.

### Term

- 1.3.5 The total possible contract duration is [insert period], which consists of an initial term of [insert period] with the option to extend for up to a further [insert details].
- 1.3.6 The Contract will commence upon execution of the Contract, with the applied Term commencing on the [insert details] as specified in the Contract or any other date as agreed in writing between both parties.
- 1.3.7 Throughout the term of any resulting Contract the Council may progress the inclusion of new services not already provided for in the Contract as a modification to the Contract provided the Council agrees to such modification and is in compliance with Section 74 of the Act. Where any modification is agreed this will be varied in accordance with the Contract.

### Service Levels, Service Credits and KPIs

- 1.3.8 This section should be used to describe any Service Levels, Service Credits and key performance indicators (KPIs) associated with the requirement. Appendix C, at the end of this document, should be used to set out these requirements in further detail.
- 1.3.9 The Contracting Authority should remain mindful of section 52 of the Act which requires at least three key performance indicators to be set (and published) for public contracts with an estimated value of more than £5 million.

### Key dependencies

- 1.3.10 This section should be used to describe any key dependencies which may impact the requirement and/or solution, such as critical delivery dates or interfaces with other systems. Any key dependencies may also need to be listed as requirements and/or reflected in the terms of the draft Contract (see Appendices B and D, respectively).

#### Contract risks

The appropriateness of this section will depend on the specific facts of the Procurement.

- 1.3.11 The Contracting Authority should consider at an early stage the potential need for in-life contract modifications when designing an appropriate procurement strategy. This may be a topic for discussion during preliminary market engagement. Early consideration should be given to incorporating flexibility into the Contract where appropriate and mitigating the risk of potentially unlawful modifications.
- 1.3.12 If applicable, this section could be used to set out any risks which may jeopardise the satisfactory performance of the Contract but, due to the nature of the risks, are unable to be addressed in the Contract as awarded. Where the relevant, conditions under Schedule 8 of the Act are satisfied, the modification of the Contract to remedy the identified risks would be treated as a permitted contract modification.
- 1.3.13 Consideration should be given to how these risks are to be managed during the Procurement, for example:
- a. Will the risks be subject to dialogue/negotiation?
  - b. Will the risks be priced so that the relevant costs are known if they were to materialise?
  - c. Will the risks be evaluated and, if so, how?
  - d. How will the risks be reflected in the terms of the contract so that they constitute permitted modifications under the Act?

#### Contract Terms

- 1.3.14 A draft of the Contract and associated schedules is included in **Appendix D**. Suppliers should note that there will be no negotiations permitted on the Contract terms (**Appendix D**) prior to or after the Tender submission deadline date. Suppliers are deemed to accept the Contract terms as set out in this document and the Council reserves the right to reject a Tender which seeks to vary or qualify the terms of the Contract (in a manner not permitted in this document).
- 1.3.15 Suppliers are reminded that no Contract is entered into until the relevant contractual documents have been duly signed on behalf of the Council, the successful Supplier and all other relevant parties and declared unconditional. No dialogue or communication with the Council, shall imply acceptance of any offer or constitute an indication that the Supplier will be awarded the Contract
- 1.3.16 The Contract shall be in the form set out in **Appendix D** and subject to the Council's standard conditions of Contract. Wherever special conditions of contract are contained in this document, the Contract shall be subject to those special conditions in addition to the standard conditions of Contract, and where those special conditions are inconsistent with the Council's standard conditions of Contract, the special conditions shall prevail.

#### Contract Considerations

##### 1.3.18 TUPE [DELETE AS APPROPRIATE]

**OUT OF SCOPE** - The Council does not expect any individual to have rights of continued employment against the successful Supplier under the Transfer of Undertakings (Protection of Employment) Regulations 2006 on the commencement of the Contract.

**IN SCOPE – [DELETE/EDIT AS APPROPRIATE]**

1.3.18.1 It is the Council's preliminary view that TUPE may apply in respect of this Contract. TUPE refers to the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014". Suppliers are strongly advised that they should seek independent professional advice on the consequences for them about TUPE and pensions if they are the successful Supplier and the TUPE Regulations do apply. For this purpose, the Council has [obtained from the existing service supplier/s details about who they say deliver the service subject to this Tender/ provided details about the staff that deliver the service subject to this Tender]. This information [either is embedded below / has been separately uploaded on to the tender box as a separate document]:

Part A Part B

Current Suppliers      [X]      [X]

1.3.18.2 The Council cannot warrant or verify the accuracy of the information provided by the existing service Supplier/s and therefore the Council has no liability in respect of such information [where there is an existing external service provider use this]/ or Suppliers should note that this information is subject to change and therefore the Council has no liability in respect of such information. [where the Council is the current provider use this].

The Council does not make any warranty in respect of the following:

- the adequacy of the skills, experience or training of the employees identified within the TUPE information;
- that there will be sufficient numbers of transferring employees to enable the successful Supplier to carry out the Contract without reliance on other employee resources;
- the completeness or accuracy of the TUPE information; or employees identified for transfer are willing to do so.

1.3.18.3 Suppliers are reminded that this information is provided on a strictly confidential basis and for the purpose of submitting this Tender only. The Supplier agrees that it shall at all times maintain the integrity and confidentiality of all information disclosed to them during the course of this Procurement that they will arrange for the immediate destruction of the employee information in the event that they are not successful in their bid.

1.3.18.4 It is for each Supplier to ensure that they have sufficient TUPE information to submit a compliant Tender. The Council accepts no liability for any costs incurred as a result of TUPE either during the Procurement process or post Contract Award.

1.3.18.5 The successful Supplier warrants that it will fully comply with its TUPE obligations through-out the Procurement process and post Contract award. Once the Supplier has been notified of a successful award or Post-award of the Contract the Supplier cannot withdraw its bid due to TUPE liabilities. In the event that the Supplier fails to comply with the obligations in respect of TUPE or seeks to withdraw its bid and not proceed to enter in to the Contract, this will entitle the Council to withdraw any notice of award, either re-awarding the contract or abandoning the Procurement process and commencing a new one. The Supplier will be liable to the Council for the Council's costs incurred as a result of this and the Council will be entitled to recover those costs from the Supplier.

1.3.18.6 Employees transferring from the Council (or from [NAME OF INCUMBENT SUPPLIER] who previously transferred from the Council) are either members of or eligible for membership of [NAME OF PENSION SCHEME]. It is a legal and contractual requirement of this Tender that from the service commencement date these employees have continued access to either [name of

[pension scheme] or alternatively access to a pension scheme which has been certified by the Government Actuary's Department (GAD) as broadly comparable to the [NAME OF PENSION SCHEME].

If the Supplier is proposing that transferring employees are offered continued access to ([name of pension scheme] then then the Admission Agreement needs to be signed by the transfer date. Alternatively, the Council must see a copy of the GAD certificate before the transfer date. [In addition, indicative costs and terms applicable to the bulk transfer of accrued benefits must be clearly provided for in the Tender.] Suppliers are asked to include indicative costings of their proposed pension provisions.

The Council reserves the right not to accept any Tender where the TUPE and/or pensions arrangements are not satisfactory to the Council.

### 1.3.19 LIVING WAGE [DELETE AS APPROPRIATE]

**OUT OF SCOPE** - Leicester City Council is a Living Wage employer, accredited by the Living Wage Foundation (LWF) as set out on the Council's website.

This LWF Living Wage rate is calculated according to the cost of living in the UK and reviewed annually. As an accredited employer we pay all our direct employees the Living Wage. For further information and the current hourly rate, please see the Living Wage Foundation website <https://www.livingwage.org.uk/>.

Please note: The LWF Living Wage is different to the National Living Wage (NLW) which is the compulsory government hourly rate for all staff aged 25 and over.

This Contract is not within the scope of the Council's Living Wage approach; however, the LWF Living Wage is part of our core values, and we encourage the Living Wage approach for qualifying staff working on our contracts.

**IN SCOPE** - Leicester City Council is a Living Wage (LW) Employer, accredited by the Living Wage Foundation (LWF). As part of our commitment to the payment of the LWF's LW rate, the Contract includes a Living Wage clause (**Appendix D**).

This LWF LW rate is calculated according to the cost of living in the UK and reviewed annually. As an accredited employer we pay our direct employees the current Living Wage rate. For further information and the current hourly rate, please see the Living Wage Foundation website <https://www.livingwage.org.uk/>.

Please note: The LWF LW is different to the National Living Wage (NLW) which is the compulsory government hourly rate for all staff aged 25 and over.

Employers can benefit from paying the LWF LW in numerous ways, such as seeing improved productivity, greater staff retention, lower training costs as well as reputational benefits.

In line with its policy, the Council is committed to incorporating the LWF Living Wage as part of its core values and requires the LWF LW rate to be paid to staff working on the Contract, where applicable. (Please see criteria below).

Criteria for the LWF Living Wage:

Staff (other than apprentices or interns) are eligible to receive the Living Wage if they:

- Are aged 18 or over.

- Are either contracted or sub-contracted by you; and,
- Provide a service to or on behalf of the Council involving two or more hours of work in any given day in a week, for eight or more consecutive weeks in a year on:
  - The Council's premises; and/or.
  - Property owned or occupied by the Council (including where the Council is a tenant and is provided building-related services through a Lease); and/or
  - Land which the Council is responsible for maintaining or on which it is required to work.

All qualifying staff must be paid at least the current LWF Living Wage rate, and this must also be updated annually in line with any increase in the Living Wage rate, as calculated by the Living Wage Foundation.

Although the payment of the LWF Living Wage is not part of the selection criteria, it will be considered and required as part of the Contract, as per the Council's Living Wage commitment.

## 1.4 PRELIMINARY MARKET ENGAGEMENT

A Preliminary Market Engagement was not undertaken for this requirement and the justification for not doing so (in accordance with section 17 of the Act) is provided for in the Contract Notice which can be found: [INSERT]

### OR

Use this section to describe any preliminary market engagement that has taken place prior to the publication of the Tender Notice. This section should also explain the outputs and outcomes from the preliminary market engagement exercise, referring to an appendix if required or to the relevant website where documents relating to the preliminary market engagement have been published for all Suppliers to access.

Sufficient information should be provided to mitigate any advantage that might be obtained by Suppliers that took part in a preliminary market engagement exercise.

If applicable, this section may be used to set out the reasons why the Council has concluded that the requirement could appropriately be awarded by reference to lots but has chosen not to do so (in accordance with section 18(2) of the Act).

### Preliminary Market Engagement Notice

The Preliminary Market notice for this requirement was published on the (insert date) link is here: (insert link)

## 1.5 THE PROCUREMENT PROCESS

- 1.5.1 **This open procedure will be conducted in one (1) single round of tendering.** The Procurement commenced with the issuing of a Tender Notice [Note: insert link to Tender Notice published on the Central Digital Platform] and the publication of the Procurement Documents.
- 1.5.2 Tenders must be submitted in accordance with the Procurement Timetable and instructions set out in this document and any additional information provided.
- 1.5.3 Following the deadline for submission of Tenders, the Council will conduct an assessment with all Tenders in order to identify the Supplier which has submitted the most advantageous tender (MAT)

in accordance with the assessment methodology and award criteria set out in the Tender Notice and described in this document.

- 1.5.4 In carrying out this assessment, the Council will disregard any Tender from a Supplier that does not satisfy the terms and conditions of participation. The Council may also disregard a Tender:
- a. from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier; or
  - b. if the Tender breaches a procedural requirement set out in the Tender Notice or associated Procurement Documents; or
  - c. if the Tender offers a price that the Council considers to be abnormally low for the performance of the Contract. Where the Council considers that a price offered by a Supplier in its Tender is abnormally low, the Council will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered. The Council will only disregard the Tender if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.
- 1.5.5 Once the assessment has concluded, the Council will provide an assessment summary to all Suppliers that submitted Tenders to:
- a. inform them whether they have been successful in being awarded the Contract;
  - b. provide an explanation of the assessment of the Supplier's Tender against the relevant award criteria, in accordance with the requirements of the Act;
  - c. where different to the Supplier concerned, provide information in respect of the most advantageous tender submitted, including details of the assessment of this Tender against the relevant award criteria and the Supplier's name.
- 1.5.6 Once the assessment summaries have been provided to the Suppliers that submitted a Tender, the Council will also publish a contract award notice on the Central Digital Platform to commence the mandatory standstill period.
- 1.5.7 Subject to completion of the mandatory standstill period, this will end with the Council entering into the Contract with the preferred Supplier and publication of a Contract Details Notice on the Central Digital Platform (within 30 days of the date on which the Contract is entered into).
- 1.5.8 In accordance with section 53 of the Act the Council has an obligation to publish the contract if the estimated value exceeds more than £5 Million. Therefore, on the basis this Contract **{will} [will not]** exceed this value the Council **[will publish] [does not intend to publish]** a copy of the Contract.

## 1.6 INDICATIVE PROCUREMENT TIMETABLE

- 1.6.1 The timetable for the Procurement is set out in the following table (**the Procurement Timetable**). Deadlines for the submission of responses to the Council are shown in bold. Failure to meet these deadlines will result in a Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the [EastMidsTenders](#) Portal.

Activity	Date
Publish Tender Documents	
Supplier clarification deadline	
Deadline for the Council to respond to clarifications	

Closing date to submit Tender response	
Commence Evaluation of Tender Responses	
Complete evaluation & determine winning Supplier	Anticipated
Internal Approval and issue Decision Notices	Anticipated
Provide Assessment Summaries to all Suppliers	Anticipated
Contract Award Notice	Anticipated
Completion of Mandatory Standstill Period	Anticipated
Formal Acceptance and Finalisation of Contract	Anticipated
Contract Details Notice	Anticipated
Contract Commencement Date	Anticipated

- 1.6.2 Whilst the Council does not intend to depart from the timetable, it reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to all Suppliers as soon as reasonably practicable.

## 1.7 TENDER STRUCTURE

The Procurement is structured in the following documents:

Documents	Content
<b>Appendix A</b> – Terms and Conditions of Participation	All Suppliers intending to submit a Tender in response to the Procurement must accept and comply with the Terms of Participation.
<b>Appendix B</b> – The Council’s Detailed Statement of Requirements	A detailed description and supplementary information of the solution and compliance that the Supplier will be required to provide the Council that will enable any supplier to determine if they can submit a response to this Procurement with a suitable proposed solution.
<b>Appendix C</b> - Service Levels and KPIS	The Service levels and KPIS that apply to this contract:
<b>Appendix D</b> - The Contract	The terms and conditions applicable to the provision of [Services/Supplies] including all schedules, appendices, policies and documents referred thereunder.
<b>Tender Instructions and Evaluation Methodology</b> (this document)	<ul style="list-style-type: none"> <li>▪ Brief overview of Contract.</li> <li>▪ Instructions to Suppliers on completing Tenders.</li> <li>▪ Information about the Tender submission process, the Procurement Timetable, communication routes, contacts and the evaluation criteria.</li> <li>▪ Evaluation methodology for evaluating Tenders.</li> </ul>

<p><b>Tender Response Document</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Section A</b> Procurement Specific Questionnaire.</li> <li>▪ <b>Section B</b> Qualitative Criteria to which Suppliers are required to respond, and which will form the basis of the quality evaluation of the Tender.</li> <li>▪ <b>Section C</b> Certificates and Declarations. <ul style="list-style-type: none"> <li>○ Form of Tender, with document return checklist</li> <li>○ Certificate Non-Collusion and Non Canvassing</li> <li>○ Declaration of Commercially Sensitive Information</li> <li>○ Guarantee Undertaking</li> </ul> </li> </ul>
<p><b>Annex A – Tender Pricing Schedule</b></p>	<p>The pricing schedule to be completed by Suppliers which will form the basis of the price evaluation of the Tender, noting:</p> <ul style="list-style-type: none"> <li>▪ Tab 1 is <b>mandatory</b>; no changes are allowed to the structure or information on this tab.</li> <li>▪ Tab 2 is for the Supplier to add supplementary or variant pricing and can be amended/changed as required. This tab <b>does not</b> form part of the pricing evaluation].</li> </ul> <p><b>OR</b></p> <ul style="list-style-type: none"> <li>▪ [The Council will reject any Tender with variant pricing].</li> </ul>

## **SECTION 2: INSTRUCTIONS FOR SUPPLIERS**

### **2.1 INSTRUCTIONS FOR COMPLETION AND SUBMISSION**

#### **2.1.1 Compliance with Instructions**

Tenders submitted shall be in accordance with and subject to the terms of these instructions, terms and conditions of participation and all other associated Procurement Documents.

**Suppliers should complete the relevant Tender Response Documents, to include;**

- **Tender Response Document**
  - **Section A Procurement Specific Questionnaire (PSQ)**  
This section should be completed in full and returned as part of your submission
  - **Section B Qualitative Compliance & Method Statements**
  - **Section C Certificates and Declarations**  
This section should be completed in full and returned as part of your Tender submission
- **Annex A Tender Pricing Schedule**
  - This schedule should be completed in full and returned as part of your Tender submission

Any queries about these above Tender Response Documents which may affect the submission of the Tender should be raised without delay, electronically via the [EastMidsTenders](#) Portal. If the Council considers a query may have a material effect on the tendering process, all Suppliers will be notified without delay in writing.

Suppliers need to submit the Tender Response Documents as instructed in this paragraph(2.1.1) **by no later than [hrs] on XXXX**

Suppliers that submit their Tender in accordance with these instructions will have their Tenders evaluated in accordance with the evaluation methodology described in this document.

**The submission of a Tender does not constitute an offer, and the Council does not undertake to accept the lowest or any other Tender.**

Suppliers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of its Tender and participation in this and all future stages of this Procurement process. Under no circumstances will the Council be liable for any costs or expenses incurred by Suppliers or any of a Supplier's supply chain, partners or advisers in this Procurement process. This is the case even where the Council abandons the Procurement process for any reason.

#### **2.1.2 Preparation of Tender**

Suppliers must obtain for themselves all information necessary for the preparation of their Tender and satisfy themselves that the quality and standards specified by them are adequate.

Unless otherwise expressly indicated in the Council's Detailed Requirements (as Set out in Appendix B) or elsewhere in the Procurement Documents, the Council will assume that the Supplier has satisfied itself that it has sufficient information to submit the Tender, and that its Tender will not be conditional on the supply of further information after the Contract is awarded.

The following requirements should be complied with when submitting a response:

- Tender submissions must be completed in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of England and Wales.
- Suppliers are required to use the templates provided to respond to each, **compliance and method statement** in full as much as possible. No alteration on the formatting or addition shall be made to any part of the response documents except where expressly allowed. The Council's decision as to whether or not a Tender is in an acceptable form will be final.
- Do not submit any additional supporting documentation with your Tender response except where specifically asked to do so. If supporting information is specified as a requirement as part of the response, PDF/Word/Excel/Jpeg formats can be used. Please note any such supporting information must be referred to in the main response and be clearly labelled with the appropriate Requirement Number to which it relates.
- Please ensure that information provided as part of a response is of sufficient quality and detail so that an informed assessment can be made by the Council.
- Responses should be concise, unambiguous, and should directly address the requirements.
- Any deliberate alteration of the Council's requirement as part of a Tender response will invalidate the Tender response for that requirement and for evaluation purposes it shall be deemed not to have responded to that particular requirement.
- Tenders must be submitted inclusive of delivery, in pounds sterling to two decimal places, and be both exclusive of Value Added Tax (VAT) and where VAT applies inclusive of VAT.

### 2.1.3 Submission of Tender

#### Requirements for submission of information

The Council is using a secure [hosted] electronic bidding system (i.e. the [EastMidsTenders](#) Portal).

New users to the [EastMidsTenders](#) Portal must create an account to access this opportunity. To create an account Suppliers must register - if you require assistance in using the [EastMidsTenders](#) portal please read the [reference guides](#) which is available on the portal. If a Supplier has already registered you do not need to register again, simply use your existing username and password.

The full Tender (as per paragraph 2.1.1) must be completed in full and returned in the required format, by the Tender response deadline as set out in the timetable (paragraph 1.6 of this document).

Failure to comply with this instruction may result in your Tender submission being discounted. The Tender must be submitted through the [EastMidsTenders](#) Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Tender should not be left to the last moment as it may take some time to upload your completed Tender. The server timestamps (GMT) Tenders when they are submitted. Tender submitted after the stated closing date and time **will not** be considered. Tenders may be rejected if they are not properly completed. For the avoidance of doubt, Tenders must be completed and submitted by the closing date as stipulated in the procurement timetable (paragraph 1.6) and in compliance with the instructions (paragraph 2.1.1).

Electronic submission of all required documents is essential via the [EastMidsTenders](#) portal. This should include electronic signatures, where Suppliers have the functionality to do so. Where Appendices to this document and/or forms submitted by Suppliers during the Procurement Process require signing either by the Supplier or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Council will accept scanned copies of original signed forms, and the Council will also accept scanned copies of original signed appendices. Fully signed hard copies of any forms will be required from Supplier(s) prior to the award of the Contract.

Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Tender response.

**Tender submission by fax or email shall not be accepted.**

**Please ensure you send your submission in good time to prevent issues with technology.**

Any Tender that arrives after the deadline for submission; will be rejected and will not be evaluated. The Council will only accept compliant Tender submissions for consideration. The Council's decision on any such matter will be final.

Suppliers **SHOULD NOT** submit their own Terms & Conditions as part of their Tender submission and if it does Council reserves the right to reject the Tender without evaluation. **In submitting the Tender, Suppliers agree to accept the terms and conditions as set out in Appendix D (including any issued changes by the Council or as per any agreed changes during the clarification period) See paragraphs 1.3.14 – 1.3.17 inclusive.**

If any response documents and any other documents relevant or referred to in the Supplier Tender submission are not submitted in full, the Tender submission will be rejected without further reference to the Supplier.

If there appears to be an error in a Tender submission and/or of supporting information, the Council may in its absolute discretion, invite the Supplier to confirm or withdraw its Tender

#### **Important Note**

If you have a technical issue on the uploading of your submission and require support go to <http://proactis.kayako.com/default> to log a ticket with the PROACTIS Supplier Support Team. You will be presented with a series of screenshots showing the different Supplier Portals they support, please pick the one that looks like the system you are having difficulty with. Please note, you do not need to log in. On the next screen just click Next and then you will reach the ticket logging screen. Please fill out all the boxes with as much information as possible and include your phone number in case the team need to call you. Please note the Support Team will not be able to answer any contract opportunity specific enquiries.

### **2.1.4 Clarifications**

#### **Pre-Tender Clarifications**

Any queries arising from the Procurement documents should be raised as soon as possible and in any event **by no later than [hrs] on the date stated in the Procurement Timetable at paragraph 1.6.** of this document to allow the Council sufficient time to respond prior to the closing date for submissions.

Upon commencement of the Procurement Process Suppliers must not approach any member or officer of the Council with any queries, other than by using the [EastMidsTenders](#) Portal.

When creating a clarification question through the [EastMidsTenders](#) Portal the Supplier shall ensure to include a subject title that is relevant to the question that is being asked, and reference the appropriate Procurement Document and paragraph, or requirement.

To ensure equal and fair treatment of Suppliers, any information that the Council dispenses in response to requests for clarification will be distributed to all of the Suppliers as opposed to solely the Supplier that requested the information, subject to **commercial sensitive/confidential requests** – [see below](#).

Relevant questions together with the answers will be posted on the [EastMidsTenders](#) Portal and automatic e-mails will be sent to Suppliers informing them that a new message has been posted and that they should visit the website to view it as well as the notification area within the system.

Suppliers registering after clarifications have been posted will **not** receive notification that messages are available for viewing. When Suppliers first access this Procurement Document, they should satisfy themselves that they have seen any clarifications posted. It is in the Supplier's interest to visit the [EastMidsTenders](#) Portal regularly as clarifications may fundamentally affect their planned response.

On submitting a Tender in response to this document, it is the Supplier's responsibility to ensure that it fully understands the requirements and obligations of this document. The Council cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

The Council reserves the right and is under no obligation to respond to any requests for clarification submitted after the clarification deadline set out in the Procurement Timetable at **paragraph 1.6** or submitted via any other means other than the [EastMidsTenders](#) portal.

If Suppliers identify a technical issue with the [EastMidsTenders](#) portal they should contact the PROACTIS Supplier Support Team without delay via: <http://proactis.kayako.com/default>

#### **Confidential/commercially sensitive clarifications**

If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must expressly communicate this and the reason why to the Council at the time of the submission of that clarification request. The Council will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.

In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Council in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.

#### **Contract clarifications**

If Suppliers consider that the terms of the Contract require clarification and/or render the proposals in the Supplier's Tender unworkable, the Supplier should submit a clarification. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Any amendments shall be published through the clarifications log and shall apply to all Suppliers. Any amendments which are proposed, but not approved by the Council through this process, will not be accepted and may be construed as a rejection of the terms which will lead to the disqualification of the Tender. By submitting a Tender, the Supplier is agreeing to be bound by the Terms of the Contract without further negotiation or amendment. The final decision as to whether additional/amended terms are permitted will remain with the Council.

#### **Post Tender Clarifications**

Upon receipt of a Tender the Council may wish to pose post-Tender clarification questions to Suppliers. This process will be administered in writing via the [EastMidsTenders](#) Portal.

## 2.2 INSTRUCTIONS FOR COMPLETING THE TENDER RESPONSE DOCUMENT

### 2.2.1 Instructions for completing Section A – Procurement Specific Questionnaire

Please ensure you read the Procurement Specific Questionnaire Glossary prior to completing the questionnaire. This can be located before the questionnaire in Section A of the Tender Response Document.

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

The Procurement Specific Questionnaire (PSQ) has been designed to help the Council as a contracting authority to ensure that suppliers share the right information when participating in a Procurement. This is separate from the formal Tender submission (on how the Supplier proposes to meet the Tender requirements). The PSQ consists of three parts:

**Part 1 - confirmation of core supplier information:** suppliers participating in procurements will now be expected to register on a **central digital platform (CDP)**. Suppliers must submit their core supplier information and, where a procurement opportunity arises, share this information with the Council via the **CDP**. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The **CDP** is available at <https://www.gov.uk/find-tender>. Part 1 provides confirmation that suppliers have taken these steps.

**Part 2 - additional exclusions information:** procurement legislation provides for an 'exclusion regime' and a published 'debarment' list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons<sup>1</sup>) exclusions information via the **CDP**. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement's conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are 'associated persons' and their exclusions information must be shared with the Council. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).

In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.

If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the Council as soon as possible and at least by the submission deadline.

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<sup>1</sup> Connected persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a connected person of the supplier.

**Part 3 - conditions of participation:** The Council may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.

Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the Council. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, the Council might use the information shared via the PSQ as part of a selection process to limit the number of participating suppliers. For example, inviting the five suppliers that submitted the highest scoring responses. Where this is the case, the Council will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in their Tender Notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).

Suppliers should note that the Council has legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:

- details of the winning supplier's associated persons;
- details of the winning supplier's connected person information;
- for certain procurements over £5 million, details of unsuccessful bidders.

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

#### **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Procurement Specific Questionnaire, and so induce the Council to enter into a contract, there may be significant consequences. You may be excluded from the Procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into, you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

#### **Notes for completion**

1. The potential Supplier must complete the Procurement Specific Questionnaire i.e., the legal entity responsible for the information provided. The term "potential Supplier" is intended to cover any economic operator as defined by the Act and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
2. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
3. *All subcontractors are required to complete their information on the **CDP**.*

*For answers to part 3 – If you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/or any subcontractors, providing one composite response and declaration.*

4. With the Procurement Act there is the introduction of greater oversight to ensure fair practices. It will establish a new Procurement Review Unit (PRU) to enhance public sector procurement practices and safeguard against suppliers deemed to pose risks. The PRU will go live with the Act and more details can be found from the Cabinet office on the three services the PRU will comprise of the existing Procurement Review Service, which allows suppliers and potential suppliers to raise concerns anonymously about unfair public sector procurement practice. To use the Public Procurement Review Service, [read the terms](#) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

The other two services will be the Procurement Compliance Service (PCS) and the Debarment Review Service.

### **Documentary Evidence or Certificates**

To reduce the administrative burden of a Procurement procedure a Supplier is not required to produce supporting documentary evidence or certificates when the Procurement Specific questionnaire is submitted.

The Council will check the evidence of the winning Supplier before the award of the contract, as part of the due diligence process. If the successful provider is unable to provide this evidence or fails to provide within the set timescales set by the Council at the time of the request or the evidence proves unsatisfactory, they will not be awarded the contract. The Council will award to the second placed Supplier providing they have submitted satisfactory evidence. Alternatively, the Procurement process may be terminated.

**Note:** The Council may ask any potential Suppliers at any time during the Procurement to submit all or part of the evidence at an earlier stage if it is needed to ensure proper conduct of the procedure.

This is likely to be appropriate where timescales are necessarily short, and it is appropriate to review evidence concerning exclusion and selection in parallel with Tender evaluation.

## **2.2.2 Instructions for completing Section B - Qualitative Criteria**

Suppliers MUST ensure they have fully read and understood the Council's statement of requirements documented in Appendix B in full to satisfy themselves they can comply with the requirements documented before completion, noting that should you not comply you will have the opportunity in this section to document where you do not comply for consideration by the Council.

*Suppliers must answer all statements in Section B Part A document, in full.*

Responses to Functional Compliance & Method Statements will only be assessed on the basis of the statement for which the response is provided. Evaluators will not cross reference information from answers to other questions, regardless of its relevance or quality.

**Failure to respond to any question in this section will result in the Supplier receiving either a fail or a zero score for that question dependant on the criteria set out.**

## **2.2.3 Instructions for completing Section C Certificates and Declarations**

Suppliers **must** sign and date the certificates in: Certificates and Declarations.

All certificates shall be signed only by the organisation which it is proposed will enter into a formal contract with the Council if awarded the contract. In the instance of Consortia, Partnership, Joint Venture or Special Purpose Vehicle Tenders the 'Lead Member' must ensure that the information contained within all Certificates and Declarations are effectively communicated to all Consortia, Partnership, Joint Venture or Special Purpose Vehicle members. The 'Lead Member' must sign all Certificates and Declarations on behalf of the Consortia, Partnership, Joint Venture or Special Purpose Vehicle as a whole confirming that all members understand and agree the content as described in this section.

### **2.2.3.1 Form of Tender**

All sections of the **Form of Tender** need to be **completed or edited accordingly in full, signed and dated and returned with your submission.**

Please ensure;

- All the declarations are edited accordingly where it has "I/We" – suppliers must remove the

one does not apply

- **Checklist for suppliers**

This lists all the response documents that must be submitted as part of your full submission, with a column at the end for suppliers to complete with Yes or No as part of their checklist validation. If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

- **TCV (Total Contract Value Figure for the five (5) year contract term)** of the services required by the Council, which is the costs combined for the five (5) year term. For the avoidance of doubt, the Total Contract Value for the five (5) year period is the total of the elements from Tab 1 pricing schedule exclusive of VAT.

- It shall be signed:

- where the Supplier is a partnership, by two (2) duly authorised partners;
    - where the Supplier is a company, by two (2) directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

### 2.2.3.2 Certificate of Non- Collusion and Non-Canvassing

All sections of the **Certificate of Non- Collusion and Non-Canvassing** need to be **completed or edited accordingly in full, signed and dated and returned with your submission.**

Please ensure;

- Prior to completing you have read the further information contained in Appendix A;
- All the declarations are edited accordingly where there is a "I/We" - suppliers must remove the one does not apply;
- It is signed by the supplier which it is proposed will enter into a contract by one (1) director or by the secretary of the company, such persons being duly authorised for that purpose.

### 2.2.3.3 Declaration of Commercially sensitive Information

**All sections of the Declaration of Commercially sensitive Information need to be completed or edited accordingly in full, signed and dated and returned with your submission.**

Please ensure;

- Prior to completing you have read the further information contained in Appendix A;
- That for each box information is either inserted or stipulate N/A;
- It is signed by the supplier which it is proposed will enter into a contract by one (1) director or by the secretary of the company, such persons being duly authorised for that purpose.

Suppliers should note that the Council is likely to disclose the overall Tender price as part of the debriefing process.

Suppliers must not mark the entirety of their Tender as confidential. Instead, Suppliers must highlight in yellow those aspects of their Tender which are genuinely confidential and explain the reasons for the sensitivity. Suppliers should note that if they fail to comply with this, the Council may treat the entirety of a Tender as non-confidential.

### 2.2.3.4 Guarantee Undertaking

This **only needs to be signed** if the Supplier to which it is proposed will enter into the **contract is a subsidiary company.**

If this does not apply this is not required to be signed and/or returned as part of the submission

If this does apply it will need signing by the ultimate holding company of the subsidiary company and must be completed in full and returned as part of your submission.

## 2.2.4 Instructions for completing Annex A Tender Pricing Schedule

Suppliers are required to provide pricing in the Pricing Schedule located in Annex A and return with their submission .

The schedule is a fully comprehensive breakdown of the associated costs the Council requires to be completed in full, by each Supplier.

The Pricing Schedule consists of **two (2) tabs**, detailed as follows;

▪ **Tab 1 – *(Insert details of service)***

This is a fully comprehensive breakdown of the Council's requirements for the **[Insert term]** year contract term.

This tab is **mandatory** and needs to be completed in full and contain no omissions; no adjustments to the schedule are permitted by any Supplier on this tab, nor make any reference to costs details on another document contained with your submission. You need to ensure that you complete the relevant costs on the solution you provide. Please do not add any supplementary pricing on this schedule.

**Important:**

- Costs must be provided inclusive of delivery, in pounds sterling to two decimal places, and be both exclusive of Value Added Tax (VAT) and where VAT applies inclusive of VAT;
- Costs provided must make it clear if either CPI or RPI increases over the contract term apply;
- Any costs that are not relevant to your solution on this tab please mark as N/A.

The Council will not pay any additional costs for supplier staff expenses on any associated professional services days to be held at the Council offices. Please therefore ensure they are included in your day rate costs proposed on the relevant places.

The total costs for the solution over the **? year term** outlaid on this tab will contribute the Total Contract Value (TCV) exclusive of VAT for the **? year term and** will be used in the pricing evaluation.

▪ **Tab 2 – Supplementary pricing**

Please populate this schedule and propose any other variant pricing, or options in terms of the solution you are proposing that is available, in addition to the Council's requirements.

Please Note – Tab 2 will **not** form part of any pricing evaluation and is for reference purposes only but may be used as part of the negotiations.

For the avoidance of doubt, all Suppliers will be evaluated on their pricing on all individual items on Tab 1, either as a one-off cost or annual cost multiplied by the **[X]** year contract term.

Each Supplier therefore must complete the costs to each of the requirements on Tab 1 (either as a one-off cost or annual cost multiplied by the **[X]** year contract term) which the sum of all, will be the Total Contract Value (TCV) cost that **must be represented on the Form of Tender EXCLUSIVE of VAT.**

The pricing submitted in the Annex A – Tender Pricing Schedule will be checked for arithmetical accuracy and that the combination of the pricing submitted for tab 1, equates to the Total Contract Value for **[X]** years entered in the Form of Tender. If there are any mathematical errors or anomalies identified in the pricing schedule or on the Form of Tender (TCV Figure), calculated from the submitting pricing, and the error is a genuine mathematical error, the Supplier will be invited to clarify the resulting amendment.

You must provide your Prices on the basis that you are making an offer on the terms of the Contract (including the Specification) as supplied in the Procurement Documents.

EXAMPLE

## SECTION 3: THE ASSESSMENT PROCESS, CRITERIA AND CONTRACT AWARD

### 3.1 EVALUATION OF TENDERS

This section outlines and sets out the methodology by which you will have your bid evaluated.

#### 3.1.1 Gateway 1 – Preliminary Check

If the Tender is received the [EastMidsTenders](#) Portal on or before the deadline for submission of completed Tender as detailed, the Council will undertake a completeness and compliance check of your response to verify that the submission is complete and compliant with the Council's instructions set out in the Procurement Documents.

The Council will reject bids that:

- Contains/includes significant omissions to Qualitative and/or Requirements, including those marked pass or fail;
- Does not have a response provided to any requirement marked as Pass or Fail;
- Do not include Certificates and Declarations that are properly signed, dated and unqualified. This applies to all areas of the submission;
- Do Not insert the relevant figure inserted as the Total Contract Value (TCV) Exclusive of VAT on the Form of Tender for the [X] year Contract potential period;
- Tender submission is not compliant in accordance with instructions as set out in this document.

Where a Tender is rejected at this point it will automatically be disqualified and will not be evaluated further.

Any Tender that arrives after the deadline for submission of completed Tenders as detailed in the Procurement Timetable in paragraph 1.6, will result in disqualification.

Failure by the Council to reject a Tender at a particular Gateway stage does not preclude it from later doing where justified.

Tender responses that have been completed correctly and all necessary information has been provided will proceed to **Gateway 2**.

#### 3.1.2 Gateway 2- Response Evaluation

##### Stage 1

If a Supplier succeeds at passing Gateway 1 of the evaluation, then it will have its **Section A Procurement Specific Questionnaire** evaluation conducted first.

##### Stage 2

If a Supplier succeeds at passing Stage 1 of Gateway 2 evaluation, then it will have its detailed Tender response on the **qualitative evaluation conducted** by the senior evaluation panel appointed by the Council. The qualitative aspects will be evaluated separately.

The Council will **eliminate (reject)** any bid that:

- **Fails any of the essential qualitative compliance statements**

The Council reserve the right to seek additional information and/or clarification if applicable. The evaluation team then reserves the right to adjust any scores in the light of information received.

Suppliers should note that regardless of a Tender overall merit, if evaluating officers consider there to be a fundamental weakness likely to impact adversely upon the supply of the service, then grounds will exist to exclude the Tender.

Evaluation of a Tender does not imply acceptance by the Council of the Tender's financial stability, technical competence or ability in any way to carry out the services. The Council has the right to return to these matters as part of the formal Tender evaluation process.

The information Suppliers provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Council decides that a Tender contains inaccurate information, the Council may exclude that Tender (if still under evaluation) and/or terminate a Contract entered into as a result of that Tender.

## 3.2 AWARD CRITERIA SCORE & WEIGHTINGS

Responses from Suppliers will be assessed to determine the most advantageous tender (MAT) to enter into a Contract with the Council in accordance with the award criteria and weightings detailed below and will be entirely assessed on your response submitted.

**The table below details how each** aspect of quality and price will be weighted with the maximum number of points available for each section.

**Quality 80% (100 points) - Pricing: 20%**

Criteria Top Level	Criteria	Percentage Weighting	Max Number of Points	Overall Weighting
Quality	Section B Qualitative Compliance Statements	Pass/Fail	Pass/Fail	Essential
	Section B Qualitative Method Statements	80%	100	80%
Price	Annex A Pricing	20%	N/A	20%
<b>Total</b>		<b>100%</b>	<b>100</b>	<b>100%</b>

## 3.3 SCORING EVALUATION METHODOLOGY

### 3.3.1 Section A – Procurement Specific Questionnaire Information (Tender Response Document)

The Procurement Specific Questionnaire will be evaluated against the criteria shown below.

Please ensure you read the explanatory notes in full prior to responding as the information you provide will be relied upon as being complete, true and accurate. It will form part of the Contract for the successful Supplier(s). If any of the information given by your organisation within the Procurement Specific Questionnaire is subsequently identified as being inaccurate, this may exclude your organisation from further consideration. Failure to provide any item of information will be considered non-compliant and the applicant may not be considered further in the evaluation.

You must answer all questions in parts 1, 2 and 3. *The Council reserves the right to reject the Tender submission in its entirety if there is a failure to answer all questions in full, or if false/misleading information or content is provided.*

Suppliers must ensure that every organisation on which they will rely to meet the criteria completes and submits their own answers and declaration for parts 1 and 2.

### Important note – the answers which lead to a ‘Potential Fail’

If you select a potential fail as your answer, you must provide additional information. The additional information should include a summary of the circumstances and any remedial action that has been taken. The Council will consider this, including where necessary seeking further clarification from the Supplier.

The Council may pass any Supplier where it feels the response satisfies any concerns raised by the “Potential Fail” response as to;

- the Supplier’s suitability and ability to deliver the Services as required by the Contract;
- consideration of the gravity and particular circumstances of the criminal offence or misconduct.
- Where the measures are considered by the Council to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

If you select a potential fail answer you are recommended to contact the Lead Procuring Officer electronically via the [EastMidsTenders](#) Portal, who will be able to advise you as to the additional information you should provide and suggest the possible impact of your answer.

## Part 1 Bidding model Information

Part 1 covers the basic information about the bidding model. Subcontractor(s) and Lot information.

*This will be scored as follows:*

Question Number	Scoring Criteria	How scored
	<b>Preliminary questions</b>	
1.	Details provided = Potential Pass      Details not provided = Fail	Pass or Fail
2.	Provided CDP unique identifier= Potential Pass      Details not provided = Fail	Pass or Fail
3.	Details provided = Potential Pass      Details not provided = Fail	Pass or Fail
4.	Details provided = Potential Pass      Details not provided = Potential Fail	Pass or Fail
5.	Confirmed not on Debarment list = Potential Pass Confirmed on debarment list = Potential Fail	Pass or Fail
	<b>Part 1 - Confirmation of core supplier information</b>	
6.	Provided CDP reference /file name = Potential Pass Details not provided = Fail	Pass or Fail

## Part 2 Associated Persons

This will be scored as follows:

Question Number	Scoring Criteria	How scored
	<b>Part 2A: Associated persons</b>	
7.	Details provided = Potential Pass      Details not provided = Fail	Pass or Fail
8.	If applies: Details provided = Potential Pass      Details not provided = Fail If not applicable:	Pass or Fail N/A
9.	If applies: Details provided = Potential Pass      Details not provided = Fail If not applicable:	Pass or Fail N/A
10.	If applies: Details provided and not on debarment list = Potential Pass Details not provided and/or on debarment list = Potential Fail If not applicable:	Pass or Fail N/A
	<b>Part 2B – List of all intended sub-contractors</b>	
11.	If applies: Details provided = Potential Pass      Details not provided = Fail If not applicable:	Pass or Fail N/A
12	If applies: Details provided = Potential Pass      Details not provided = Fail If not applicable:	Pass or Fail N/A

## Part 3 Questions relating to conditions of participation

This will be scored as follows:

Question Number	Scoring Criteria	How scored
	<b>Financial Capacity Conditions of Participation</b>	
13a.	Supplier meets the minimum requirements shown in the Financial Capacity Conditions of Participation table below = Pass Supplier does not meet the minimum requirements shown in the Financial Capacity Conditions of Participation table below OR details not provided = potential Fail	Pass or Fail
13b.	Details provided = Potential Pass      Details not provided = potential Fail	Pass or Fail
	<b>Insurance Conditions of Participation</b>	
14.	Pass = The bidding organisation confirms that it has or, if successful, will buy the specified minimum levels of insurance in the Tender.  Fail = Failure by the bidding organisation to confirm that it has or, if successful, will buy the specified minimum levels of insurance.	Pass or Fail
	<b>Technical ability</b>	
15.	The Council will use the information from these questions including any references received to verify that the Supplier has a proven track record of successfully delivering services similar in this contract.	Pass/Fail
16.	If applies: Details provided = Potential Pass      Details not provided = Fail If not applicable:	Pass or Fail N/A
17.	Details provided = Potential Pass      Details not provided =Potential Fail	Pass or Fail
18.	Details provided = Potential Pass      Details not provided =Potential Fail	Pass or Fail

insert

Question Number	Scoring Criteria	How scored
	<b>AI Tools</b>	
19a.	Information only	Not scored
19b.	Information only	Not scored
19c.	Information only	Not scored
19d.	Information only	Not scored

### Important Note Financial Position & Creditsafe Report

The Council will use the information given on the CDP to assess the financial position of the Supplier to ensure they have the resources and stability to deliver the Services over the duration of the Contract. Where appropriate the Council will conduct a full financial evaluation of the organisation. Where this is not possible or where the initial outcome suggests the Supplier may not have the required financial resources or stability, the Council will give the Supplier the opportunity to respond to the Council’s concerns before reaching its final conclusion. This will consider the value of the Contract.

**[Delete if not used, should apply to most Contracts]** The Council will also run a Limited Company Creditsafe report prior to the award of the contract, as part of the due diligence process and consider the score and risk level to assess the Supplier’s economic and financial standing. The Council reserves the right to only perform these checks in relation to the Supplier(s) the Council proposes to award the Contract to (if appropriate to do so).

**[Delete if not used, should apply to most Contracts]** Where the Limited Company Creditsafe report gives the Supplier a score of 50 or less (moderate or high risk of failing in the next 12 months), the Council reserves the right to seek further information/assurances on the Supplier’s economic and financial standing to ensure it has the resources and stability to deliver the Contract during the term. A Supplier will not be failed or rejected without first being given the opportunity to do this and explain any concerns.

**[To be used for Medium and High Risk, only turnover to be retained for Low Risk]** The below table sets out the financial standing requirements applicable to this tender:

Low Risk – a) is optional, no others  
 Medium Risk – a)-g), not h), i) or j),  
 High Risk – a)-j); can amend thresholds in h) and i) if appropriate  
 See separate guidance for more info. **Delete this guidance once completed. REMOVE ROWS if not used.**

<b>Financial Capacity Conditions of Participation</b> <i>Requirements for Question 13a</i>	
a)	Your turnover for the latest accounts is more than <b>[£x – this figure must not be more than double the estimated annual contract value]</b> .
b)	Your latest accounts have not been qualified by the auditor or contain an “emphasis of matter” (if they are subject to audit).
c)	The year-end date of your latest accounts is less than 20 months before the date of completion of this Questionnaire and your company accounts (if required to be submitted to Companies House) are not overdue.
d)	If you are part of a group of companies, none of the group companies is in, or has a realistic possibility of going into, a Voluntary Creditors’ Arrangement, Administration, a Creditors’ Voluntary Liquidation or Compulsory Liquidation in the next 12 months.

<b>Financial Capacity Conditions of Participation</b> <i>Requirements for Question 13a</i>	
e)	You have not been refused credit by a supplier or a loan/overdraft facility by a bank or finance company in the last six months.
f)	You have not been involved in, party to, or the beneficiary of, any major restructuring in the last 12 months.
g)	Your net worth for the latest accounts (i.e., total assets – excluding any intangible elements, less total liabilities) is positive.
h)	<p><b>Liquidity</b> At least two of the following three statements are true:</p> <p>i) Your quick ratio (i.e., current assets less stock/current liabilities) is 0.70 or more.</p> <p>ii) Your cash balances equate to more than 30% of the value of your short-term creditors (i.e., current liabilities).</p> <p>iii) Your creditor days calculation (i.e., trade creditors/cost of sales * 365 days) is less than 60.</p>
i)	<p><b>Gearing</b> Your debt-to-equity ratio (i.e., total liabilities/shareholder funds) is equal to or less than 2.00.</p>
j)	<p><b>Profitability (i.e., pre-tax profit)</b> You have not incurred losses/deficits:</p> <p>i) in the most recent year; or</p> <p>ii) for two or more of the last three years.</p>

#### Explanation of Creditsafe Report and Risk Score

*As part of its overall assessment of a company's financial standing, the Council will use an external organisation (Creditsafe) to provide a risk score. The Creditsafe risk score predicts the likelihood of a company failing within the next 12 months. The model which produces the risk score was developed by looking at companies that failed over the last 12 months and assessed the commonalities within these failures. Each one of the 1 to 100 ratings directly correlate to a relational level of risk.*

The main areas which Creditsafe assess in determining the risk score are outlined below:

- *Financial data: liquidity and leverage ratios, trends in other key financial figures including levels of cash held compared to short term bank borrowings, adequacy of a company's net worth to all its liabilities;*
- *Payment performance: describing the late (or not) payment behaviour of a company;*
- *Industry analysis: looking at the industry the business trades in as certain industries have a greater risk of insolvencies than others;*
- *Directors: e.g., the difference in the number of directors today and in the past as well as any previous associated failures of a company's directors;*
- *County Court Judgments: CCJ's are a sign of bad debt and can be an indicator of companies struggling financially;*
- *Ultimate holding company (UHC) performance: for example, if the UHC is creditworthy or is insolvent.*

When Creditsafe applies a risk score to a company it first identifies the size of the business based on the criteria set by Companies House. This is so that all companies will be rated on a module which is used for other companies of a similar size.

The Creditsafe risk scores are banded to allow risks to be described in an easily understandable way.

<b>CreditSafe Score</b>	<b>Risk Band</b>
71-100	Very Low Risk
51-70	Low Risk
30-50	Moderate Risk
1-29	High Risk

For more information, please follow this link: <https://www.creditsafe.com/gb/en/scorecard.html>

### 3.3.2 **Section B: Parts A, B & C (Tender Response Document)**

#### 3.3.2.1 **Scoring Methodology**

Tenders will be evaluated on Section B using the following scoring evaluation methodology:

##### Essential Minimum (Mandatory) Criteria Pass/Fail Criteria

Essential requirements **MUST** be met by Suppliers and be evident at the time of evaluation and at contract award. Failure to meet any of the Essential requirements will result in the Tender being deemed non-compliant and the Tender will be discounted from further consideration.

Suppliers are advised that if they answer “No” to any of the essential criteria questions, this will result in a Fail and their Tender will not be considered any further and the Tender will be deemed non-compliant.

The essential criteria will be scored on a **Pass/Fail** basis.

<b>Fail</b>	<b>Pass</b>
<p>The bidding organisation fails to confirm they comply with the requirements of the essential criteria</p> <p>Or</p> <p>The bidding organisation has failed to attach full details of its certification and Licences if requested as evidence in the requirement specification.</p>	<p>The Council’s assessment confirms that the essential criteria specified in the submission meet or exceed all aspects of the Specification.</p> <p>And</p> <p>The bidding organisation has attached full details of its certification and Licences as evidence.</p>

**The Council reserves the right to review evidence provided to ensure that such evidence confirms compliance with the relevant criteria.**

##### Scored Criteria

Tender responses that meet all the Essential requirements and not rejected at this point, shall then be scored by a senior evaluation panel appointed by the Council on all responses using the following scoring model;

**Maximum Score available = 10 points.**

**Points shall be awarded as follows, noting that Suppliers are expected to exceed the required standard, if they are to obtain the maximum available.**

In the case of omissions from Section B, Part A, Part B and/or Part C, the Council reserves the right, at its discretion, to evaluate the Tender to proceed but to award zero marks for omitted responses.

**Points shall be awarded as follows:**

UNWEIGHTED SCORE	DESCRIPTION
0	<b>poor or unsatisfactory</b> response giving rise to serious concerns about meeting the specification
2	<b>weak</b> response suggesting there are shortcomings of a less serious nature in meeting the specification
5	<b>adequate</b> response suggesting that the specification is likely to be met, albeit only just, or with minor shortcomings that will not be critical to delivery of the service
7	<b>good</b> response giving confidence that the specification will be satisfactorily met in all relevant respects
10	<b>very good</b> response giving a high level of confidence that the specification will be fully met and exceeded, offering added value and further improved outcomes

### 3.3.2.2 Scoring Criteria

The table below details how each aspect of quality is weighted with the maximum number of points available for each section.

Criteria	Criteria % Weighting	Total of Scored Requirements (10 points)	Total of Pass/Fail Requirements	Maximum Points Available
Functional Compliance statements	Essential	0	2	Pass/Fail
Functional Method statements	80%	4	0	80

#### 1. Functional (Part A)

##### Compliance Statements

*Suppliers must comply with the compliance statements, failure to confirm compliance will result in your submission being rejected in full.*

##### Method Statements

Each Supplier's awarded score for each method statement will be divided by the maximum points available then multiplied by the individual % weighting as in the table below:

Method Statement	Max Score	Method Statement % Weighting	FORMULA: Supplier's point score / max point score x % Weighting
A3	10	12%	Tenders Score / 10 * 12 = percentage score
A4	10	12%	Tenders Score / 10 * 12 = percentage score

A5	10	12%	Tenders Score /10*12 = percentage score
A6	10	6%	Tenders Score /10*6 = percentage score

**Supplier's Total % Score for Qualitative= Sum of Awarded Percentage score of A3 + A4 + A5 + A6**

### 3.3.3 Scoring of Certificates (Section C)

#### 3.3.3.1 Form of Tender

The Council will undertake a validation/check of the submitted Form of Tender to ensure that this has been completed by the Supplier in full and in line with the instructions in paragraph 2.2.3.1

**The Council shall in its absolute discretion reject any Form of Tender, provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Supplier may attract; where the Supplier has not complied with the Conditions of Participation set out in Appendix A and/or**

- in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
- It is not in accordance with the Form and Conditions of Tender;
- The Supplier makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Conditions or the Specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Form of Tender, the Conditions and the Specification;
- The Supplier does not provide all the information required by the Council.

A rejection of the Form of Tender will result in the Council, in its absolute discretion, rejecting the Tender.

#### 3.3.3.2 Certificate of Non- Collusion and Non-Canvassing

The Council will undertake a validation/check of the submitted **Certificate of Non- Collusion and Non-Canvassing** to ensure that this has been completed by the Supplier in full and in line with the instructions in paragraph 2.2.3.2. Failure by the supplier to not complete it in full will mean that the Council will reject the Certificate of Non-Collusion and Non-Canvassing.

A rejection of the Certificate of Non-Collusion and Non-Canvassing may result in the Council, in its absolute discretion, rejecting the Tender.

#### 3.3.3.3 Declaration of Commercially sensitive Information

The Council will undertake a validation/check of the submitted **Declaration of Commercially sensitive Information** to ensure that this has been completed by the Supplier in full and in line with the instructions in paragraph 2.2.3.3. Failure by the supplier to not complete it in full will mean that the Council will reject the **Declaration of Commercially sensitive Information**.

A rejection of the **Declaration of Commercially sensitive Information** may result in the Council, in its absolute discretion, rejecting the Tender.

#### 3.3.3.4 Guarantee Undertaking

The Council will undertake a validation/check of the submitted **Guarantee Undertaking** has been completed by the Supplier in full, **where it applies**, and in line with the instructions in paragraph 2.2.3.4.

Where it applies and any failure by the supplier to not complete it will mean that the Council will reject this certificate as incomplete.

A rejection of the **Guarantee Undertaking where it applies** may result in the Council, in its absolute discretion, rejecting the Tender.

### 3.3.4 Scoring and Evaluation of **PRICING (Annex A Tender Pricing Schedule)**

The total weighting for fixed pricing requirements in this Procurement is **30%** and will be evaluated on the pricing submitted exclusive of VAT.

Pricing will be evaluated as 2 stages:

#### Stage 1

The pricing submitted in Annex A, along with all other financial information submitted in Tenders will be checked for arithmetical accuracy and that the combination of the **pricing submitted equates to the TCV exclusive of VAT for five (5) years entered in the Form of Tender**.

If any genuine mathematical errors or anomalies are identified the Supplier will be given the option of allowing his Pricing to stand or to amend the Pricing to either correct a genuine mathematical error and/or explain any anomalies in the Pricing. Where the error relates to the Tender total as calculated from tendered rates and variable quantities, the Tender will be regarded as the Tender total bid and the rate adjusted accordingly. The Supplier will be invited to confirm or withdraw the Tender and resulting rate.

In the event that any pricing is subject to assumptions or qualifications not provided for by the Council as part of the pricing approach, the Council may, in its absolute discretion, reject the Tender.

The Council has a duty to investigate under the Act any pricing submitted that appears to be abnormally low in relation to the services required in relation to the pricing submitted. Should any submission appear to be abnormally low, the Council will give Suppliers the opportunity to demonstrate that it will be able to perform the contract for the price proposed, in order for the Council to assess further. Should the evidence supplied by the Supplier not satisfactorily demonstrate that it can perform the services at the price submitted, the Council reserves the right to disregard and therefore reject the entire Tender.

The Council reserves the right to undertake an affordability test prior to award on any bid price that is significantly high. Should as a result, any bid be deemed as uneconomical and commercially not viable for the Council, the Council will reject the bid in its entirety and not take that bid through to the next stage. A formal notification will be provided on any such decision made.

The Council will calculate the Supplier's Pricing Scores as follows:

All Suppliers will be evaluated on their fixed pricing on individual items over the contract duration, from the Pricing Schedule **Tab 1**, including any options to extend. All other costs provided by Suppliers will be used for information only.

For the avoidance of doubt:

- **Tab 1** is mandatory, and will form the Total Contract Value (TCV) which will be used in the pricing evaluation.

- **Tab 2** is for the Supplier to add supplementary pricing and can be amended/changed as required. This tab **does not** form part of the pricing evaluation.

The Council will use the Total Contract Value (TCV) figure provided on the Form of Tender as long as this figure truly is evidenced to represent the totals of all of the elements that contribute to the TCV, defined in this Instructions **Document**.

### Stage 2

Should your submission denote any incompatible technical standards and/or require a significant amount of Council resource to Implement, the Council will cost these accordingly for the contract term **(5 years)**.

**Should this be the case, the Council will be fully transparent and provide you a breakdown of the costs and how they were achieved.**

### Final Price Score

The Council will calculate Supplier's Pricing Scores as follows:

**Stage 1 (TCV) excluding VAT Price + Stage 2 (Additional excluding VAT) Price = Supplier Total Final Price**

**The Lowest Priced Supplier Total Final Price (excluding VAT) for the five (5) year Period Supplier will be awarded the full 100% of the percentage marks available (30%)**

Each other Supplier will be awarded marks as a percentage according to how low their exclusive of VAT pricing relates to that of the Supplier with the lowest pricing as per the following equation:

**Lowest Overall Supplier's Total Final Price excluding VAT (five (5) year period) / Actual Suppliers Individual Total Final Price excluding VAT (five (5) year period) \*30 = Total Percentage Price Score.**

## 3.4 FINAL EVALUATION SCORING

The evaluation panel appointed by the Council for this Procurement will meet to agree and moderate the final scores of each individual Tender against the criteria.

The total scores awarded for each Supplier by the evaluation panel for the Qualitative Questions (Functional, Technical, Commercial) along with the pricing scores will be added to achieve the Supplier's overall final evaluation score.

### Total Overall Scores

**Supplier's Total Qualitative Percentage Score + Supplier's Percentage Price Score) = Supplier's Total Overall Score.**

The Suppliers will then be ranked in terms of their evaluation score from highest to lowest.

The Supplier with the highest overall score will be awarded the Contract and will be required to complete formal documentation. **Should there be a tie break situation the contract will be awarded to the (insert e.g., highest price scoring or highest qualitative scoring )**

## 3.5 CONTRACT AWARD NOTICES & ASSESSMENT SUMMARIES

Once the Council has reached a decision in respect of contract award, it will notify Suppliers who submitted Tender of that decision and provide for a standstill period in accordance with the Procurement Act before entering into any Contract – see below

*Assessment Summaries:* In accordance with Section 50 of the Act, Suppliers that were successful to the final stage of the evaluation, and not eliminated at an earlier stage, will be notified simultaneously in writing of the results of the final evaluation scores with an Assessment Summary that includes the reasons for their awarded scores, confirming whether or not they were successful. If unsuccessful the Assessment Summary will also include those of the successful provider.

*Contract Award Notice:* upon issuing the Assessment Summaries of feedback to the successful and unsuccessful suppliers, the Council will publish a **Contract Award Notice** notifying the market that it intends to enter into a Contract (i.e. before awarding the Contract) with the specified Supplier (or where relevant multiple Suppliers) and announces that the Council has sent Assessment Summaries of feedback to the successful and unsuccessful suppliers. The Council will also observe a standstill period.

*Standstill period:* In accordance with Section 51 of the Act and for a period of 8 working days, beginning with the day on which the Contract Award Notice is published. The Council may, if necessary, extend the period for completing the award process.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into.

### 3.6 **AWARD VERIFICATION, FORMAL ACCEPTANCE AND CONTRACT EXECUTION PROCESS**

Provided there is no legal challenge at the expiry of the standstill period, the Council will undertake a pre-verification process and/or due diligence step(s), prior to entering into a Contract with the successful Supplier(s). This will include where appropriate a finance CreditSafe report and for the successful Supplier to submit all the required certificates and evidence of insurance levels as requested in the Tender Response Documents.

Upon the verification process being concluded satisfactorily, the Council will communicate acceptance of the Tender to the Supplier in writing. Upon such acceptance, the Contract shall thereby be constituted and become binding on both parties and the Council will commence the drafting of a Contract, combining the published draft contract terms and associated draft contract schedules. This will include the successful Suppliers submission, clarification log including responses, and any other relevant documents which all shall form part of the Contract.

If the Council has not accepted the Tender within this period, the Tender shall remain in force without variation but may be withdrawn at any time thereafter, giving 7 days' written notice to the Council. Such formal notice must be delivered to the Lead Procurement Officer at the Supplier's own risk.

If the successful provider is unable to provide this evidence or fails to provide within the set timescales set by the Council at the time of the request or the evidence proves unsatisfactory, they will not be awarded the contract. The Council will award to the second placed Supplier providing they have submitted satisfactory evidence. Alternatively, the Procurement process may be terminated.

The Supplier must be prepared to commence carrying out the service in accordance with the Specification Requirements and agreed implementation plan and commence on the dates specified in the Contract

Failure by the Supplier to execute a formal Contract should they be awarded the contract within the time specified in the award letter, or within a reasonable time, shall render the Contract voidable at the option of the Council.

The winning Supplier must not undertake work until the Contract has been signed and they have received written confirmation from the Council requiring works to commence.

The Council reserves the right to purchase only those items it requires from the winning Supplier. The Council also reserves the right to not purchase any item or new system from the winning Supplier.

### 3.7 CONTRACT DETAILS NOTICE

Upon Execution of a contract between both parties, the Council shall publish a Contract Details Notice (Section 53 of the Act) setting out that it has entered a public contract within 30 days of the Contract being entered into and shall include information required under the Act, including any associated KPIs.

Should the Contract have an estimated value of £5 million or more it shall also publish a copy of the Contract it has entered into.

The Council must also confirm in the Contract Details Notice that a conflicts assessment has been prepared and revised as necessary, as required by section 83(5) (note conflicts assessments themselves are not required to be published).

### 3.8 OTHER APPLICABLE CONTRACT NOTICES

The Council shall during the term of the Contract publish the following notices required under the Act

#### **Contract Change Notice**

A Contract may be modified after the contract has been entered into. Should there be any changes to the contract during its term, the Council shall publish a Contract Change Notice (requirement of Section 75 of the Act) and will be subject to a voluntary standstill period of not less than 8 days.

#### **Contract Performance Notice**

If KPIs were required to be included in the contract under section 52, a Contract Performance Notice must be published at least annually to record the Council's assessment of the Supplier's performance against them. It must also be published if a breach occurs that results in partial termination, damages, or a settlement, or the Council considers there to be poor performance. It may also be published in respect of a framework where the Council is using the Notice to notify framework users of the removal of a supplier.

#### **Contract Termination Notice**

When the Contract ends, for whatever reason, there is a requirement on the Council to publish a Contract Termination Notice (requirement of Section 80 of the Act).