 

**Invitation on Tender**

**Cash Collection and Banking Services**

**For**

**Cheltenham Borough Council**

**Cheltenham Borough Homes**

**Tewkesbury Borough Council**

**Forest of Dean District Council**

Schedules

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**1 Introduction**

Cheltenham Borough Council, Cheltenham Borough Homes, Tewkesbury Borough Council and the Forest of Dean District Council (‘’the Parties’’) through their operations generate income across a number of various sites. Such sites include Council Offices, Pay and Display machines and Tourist Offices.

The Parties are seeking a suitably qualified and experienced contractor to undertake services in relation to Cash Collection, Cash Processing, Cash in Transit and Banking of the money. The Parties require secure, reliable and timely collection, reconciliation and depositing of cash to their respective bank accounts or banking centres. This service is currently carried out by an external contractor but is now up for renewal. Cheltenham Borough Council is the Lead Authority (‘’the Council’’) of the Cash Collection and Banking Services (‘’the Services’’) for the contracting parties.

Information specific to each party is detailed in Appendix 2.

The Council is managing this procurement in line with Public Contract Regulations 2015.

**2. Overview**

The Council wishes to establish a single supplier for the Parties for the provision of a Cash and cheque Collection, Transit, Counting and Preparation for Banking / Accounting and Banking Service. The Contractor may also be required to carry a minimum cash reserve or float of £1,000 in small change to supply the various establishments with change, as and when required.

The contract term will initially be for a period of three years with option of extending for a further year. Each party will enter into a separate contact with the Contractor.

**3. Specification of Service**

The Service will deal with income from the locations listed in Appendix 1. This specification sets out the service to be provided to each of the Parties by the Contractor in accordance with the Contract Documentation and relevant policies, throughout the term of the contract. The parties reserve the right to vary the Services during the life of the contract.

**3.1** **Supply of Services**

All services supplied to the main contract are subject to a purchase order issued by the Parties or under instruction from an Authorised Officer or the Parties. The Parties shall not be responsible for any services that are delivered by the Contractor, that are not subject of an order or authorised instruction.

**3.1.2** **Availability of Service**

Initially the Service shall be available between the 0800hrs and 1700HRS, 7 days per week, 52 weeks per year with no restrictions on collections per week. The parties will be able to confirm the preferred collection window within reasonable scope of the above and specify the frequency of collections over a monthly, fortnightly or weekly basis upon award of contract. There may be a need to vary collection window to fit in with operational and organisational needs for which the Contractor will make no additional charge. However there may be requirements for the services to be provided outside of these times or specific AM or PM timeslots. Any additional cost that would be incurred by the Parties for providing the services out of the core hours should be clearly shown in the pricing schedule.

**3.1.3 Performance**

* All services are to be supplied and delivered entirely in accordance with the terms of this Contract and its Specification, to the satisfaction of the Authorised Officer of the each Party.
* Time and performance is the key measurement factor for this contract. Unless otherwise agreed by the Parties, the Contractor should meet all service requirements stated in the Statement of Requirement.

**3.1.4 Objectives**

The main objectives of the Service are to ensure;

* That income belonging to the parties is collected using the most efficient and secure method available to maximise safety and cost effectiveness and to deter vandalism and theft;
* That a full audit trail is kept of all income collected, from collection to banking;
* That all income collected is stored securely prior to banking, and promptly transported safely and securely for banking;
* That the reports and all associated documents for the income collected are correctly completed and promptly forwarded electronically to the relevant party

**3.1.5 Implementation**

The Contractor will provide a full implementation plan including how it intends to introduce the Service and utilise resources to meet demand. See specific requirements in Appendices (See Schedule 7\_ Method Statement question 1)

The Contractor will facilitate meeting with nominated individual / collection point managers at the time of award of the Contract. This and all subsequent inductions will be included in the tender price.

Where the contractor intends to use sub-contractor, please provide full details of the sub- contractor

**3.1.6 System**

Each of the Parties requires a robust mechanism for tracking movement and collection of cash and other items from each location. The mechanism will ideally be electronic and allow auditable track and trace recording of collections at locations, times and number of bags.

Separate bags for coins, cash and cheques will be provided by the Contractor and will be clearly distinct from one another. Each bag and location will have unique identifier such as a barcode or similar individual serial system so that each bag and location can be scanned or otherwise recorded by the Contractor.

The Contractor should be able to electronically verify all the bagged monies on site at the point of collection/delivery. The information will be coordinated into a central database and will

(i) Aid the Contractor and each of Parties to monitor and improve performance (ii) clearly identify an inventory of items at all times to resolve any discrepancies.

**3.1.7** **Operation**

The Contractor will check that all bags have been properly sealed and are in good condition and will alert the relevant member of staff if there are any problems. The Contractor will be responsible for providing the relevant training and clear instructions to relevant staff on bagging procedures.

The Contractor shall ensure all sealed bags are accompanied by relevant paperwork. It is the responsibility of the Contractor to alert the Client Officer of any missing documentation.

The Contractor will have an auditable system to record details about each collection; a receipt for the numbered bags, listed by bag type, the collection location / time / date of the collection. This may be carried out electronically, by bar code scanning system or other proposed method. The Contractor will be flexible in meeting the special needs of the individual sites, including ad hoc situations where operational issues occasionally result in a delay with preparation of the collection. The Contractor will reasonably observe specific timeslots agreed so as to not to interfere with the operation of the location.

Where there are two collection points at the one location, the Contractor will reflect this in the cost of the collection fee. The Contractor will identify any other similar cost saving opportunities on the Form of Tender/ Pricing Schedule.

Each of the Parties may wish for collected income to be dealt with in either of the two methods below, or a mixture of both.

(i) Delivered to a nominated bank/processing centre with KPI timescales for the bank to process;

(ii) Processed by the supplier via a carrier check service ( also known as a cash processing service or consolidated cash processing ) where the delivery of coins and/or notes is made to the suppliers secure premises for reconciling/processing and electronic transfer of funds to the relevant bank account by the following working day.

The Contractor will ensure that all items collected as per the process described above, are adequately recorded and traceable from point of collection to point of delivery at the chosen bank. The Contractor will have a clear trail of each bag and will be able to determine the collection point, time and movements throughout the process. Any system used such as a bar coding system must be approved by each of the parties.

At any time during the term of this contract the Parties may specify new banks for some or all of the deliveries. The Contractor must be flexible in meeting each of the Parties’ requirements. The Bank may also change the bullion centre locations to which collections will be delivered.

**3.1.8 Liability**

The Contractor will be responsible for promptly investigating any alleged discrepancies when collecting cash. It is the Contractor’s responsibility to advise the relevant Party on any errors immediately. Where discrepancies are found, the Contractor shall return the stamped and signed money bands or bags.

Each of the Parties will provide the Contractor with the necessary account details.

For the purpose of ensuring safety and compliance with relevant legislation, the Contractor will ensure that adequate number of staff and equipment are supplied to make each collection. This will include adequate sized vehicle and number(s) of staff to safely load, unload and guard the consignment. The Contractor will ensure that its’ staff are adequately protected in terms of health and safety aspects and other risks involved in the collection of money. Suitable arrangements must be in place where lone working is undertaken.

The Contractor will maintain a good communications link with the collections locations regarding changes of agreed delivery times or cancellation. The Contractor will provide a ‘customer strategy’ that details the contingencies it has to cover expected and unexpected employee absences. The Contractor will provide details on how it will manage the contract by providing contingency and customer relationship strategies with their bid.

The contractor shall be liable for any loss from the point of collection to transmission to the Parties bank account.

**3.1.9 Personnel**

The Contractor will be responsible for ensuring the suitability of staff employed for cash handling. All staff of the Contractor carrying out the collection and transportation of cash pursuant to the Service must adhere to all uniform and identification requirements set out in BS7872:2011 ‘’ Cash in Transit Services’’ and BS7858;2012 ‘ Security Vetting of personnel employed in a security environment’’

The Contractor must comply with the Private Security Industry Act 2001, as amended, by ensuring all security staff working on the contract are fully licensed and authorised by the Security Industry Authority (SIA)

Contractor staff must have and maintain a clean driving licence. The Contractor should check licences at least annually.

The Council reserves the right to request the Contractor to remove and/or replace any member of the Contractors staff if their behaviour is not in accordance with the standards expected, or if there is a failure to comply with the requirements of the contract.

All Contractor staff employed to perform the Service are representing the parties’ to the public and as such they must behave to the highest standard at all times

The Contractor shall undertake the Service promptly and accurately. The Contractor shall ensure that all work performed shall be to a high professional standards and the management controls and mechanisms are in place to ensure the consistent quality of service.

The Contractor shall co-operate fully with the investigation of any complaint by any of the parties,’ and members of the Contractors staff shall within a reasonable time provide statements, records and photographs, attend meetings and interviews, and act as witnesses, as may be applicable.

The Contractor must demonstrate to the Parties’ satisfaction that it has a training program in place to ensure that all staff carrying out the Service are fully trained, skilled and competent to carry out their allocated tasks.

**3.1.10 Vehicles**

The Contractor will use recognised security vehicles fit for purpose of carrying out the Service which will have been purchased and maintained in accordance with the requirements set out in BS7872:2011 “Cash in Transit Services”. The Contractor will operate using vehicles and staff as required by the insurer.

The Contractor will ensure good communication links with the drivers to ensure safety and coordination of an effective service. Ideally this will be managed through control centres that can liaise with each of the Parties’ end users to provide up to date information about collections and to inform the site if their collection is significantly delayed.

**3.1.11 Security**

The Contractor must ensure that the Service is undertaken under strict security in accordance with the requirements set out in BS7872:2011 “Cash in Transit”. This includes;

1. Carrying out the Service from a secure premises
2. Secure handling and transfer of monies whilst in the Contractor’s care using appropriate consignment procedures.
3. Appropriate minimum standards for recruiting, vetting, employment and training of staff within the private security industry.

Each of the Parties and the Contractor will agree on security and consignment procedures to be followed. If appropriate, prior to commencing collections, the Contractor must have conducted a risk assessment on each of the collection locations and researched local transport infrastructure, before submitting their tender. The Contractor will provide advice on security issues as requested by each of the Parties and include induction guides and user guides.

To comply with security best practise, and to provide assurance to our end users, the Account Manager will forward on SIA details of all drivers and all staff involved in providing the Service to each council. This should be updated when changes occur. Each of the parties will work with the Contractor to ensure that neither Parties’ security practises are compromised nor that safety is ensured for all parties involved.

**3.1.12 Account Management**

The Contractor will provide a named direct point contact for day to day service issues, resolution and if necessary escalation.

Each of the Parties will provide the Contractor with contact details for every collection location. In the event that a collection may not be made as scheduled or may be outside of the agreed timeslot, the Contractors named point of contact will call the affected locations to notify them. Under no circumstances should a collection be missed without the relevant Party receiving any forewarning.

The Contractor will maintain a coordinated approach to collections and will inform the customer of any changes to collections plans.

The Contractor will assign an Account Manager to oversee each of the Parties’ contracts and this may be the contractor’s named point of contact for operational matters. The Account Manager will be able to meet with any of the Parties as and when required.

The Account Manager and all collection operative’s will be equipped with mobile phones or other appropriate means of communication so that they may be contacted directly from the contractor’s depot when required by any of the parties’ staff involved with overseeing collections.

There may be an occasional requirement to run user groups either as part of the six monthly reviews or separately, to ensure service excellence.

The Contractor must provide a named out of hours contact point and, in the case of an emergency, or an urgent requirement for assistance, respond within 2 hours of receiving a request.

**3.1.13 Banks**

Each of the Parties will require delivery to any number of high street banks and bank centres throughout the UK. The Contractor will be flexible to the changing needs of each of the Parties in this respect.

The Contractor will be required to electronically transmit cash to a bank account if necessary as well as making physical deposits.

**3.1.14 Standard Operational reports**

The contractor will provide named contacts for each of the Parties together with the following reports, appropriate to the service provided:

|  |  |
| --- | --- |
| **Report** | **Required By** |
| **Daily Collection and Banking -**  detailing the value and number of bags collected from each location and the amount paid into the bank | The following day. |
| **Daily overs and unders** | The following day. |
| **Monthly invoices and reports of amounts collected** | Within 5 working days of the month. |

**3.1.15 Key Performance Indicators**

The Contractor’s performance of the Service will be assessed according to Key Performance Indicators set out in Appendix 3. The Key Performance Indicators may be reviewed during the term of the contract, either by a collective or an individual party.

The Contractor will be expected to be compliant with all of the Key Performance Indicators at all times. If the Contractor fails to achieve any of the Key Performance Indicators it must report to each Party an explanation as to why the Key Performance Indicator was not achieved. The Parties will also require assurance, where appropriate with a plan, to ensure that any ongoing or recurring issues will be resolved in an appropriate and timely manner.

**3.1.16 Contract Review**

The Contractor will be required to attend contract review meetings on a six monthly basis with each Party. The meetings will be an interface between the Parties and Contractor and the attendees will vary as necessary. Occasionally direct users and other relevant Senior Managers may attend. The Contractors will be expected to provide the appropriate personnel to attend such meetings. The Parties reserves the right to alter the frequency of meetings if it feels necessary.

Communications of any issues relating to the Services will be primarily be though the individual Party’s Contacts Manager, designated representative, the Contractor’s Account Manager’s or their authorised representatives as appointed under the Contract.

The Contractor’s Authority Manager will work together with each Party’s Contractor Manager(s) or representative to resolve any issues affecting the performance of the Service in a timely and efficient manner.

The individual Party’s Contract Managers and/or representative will meet the Contractors Account Manager as necessary at a venue agreed by the parties, to hold Progress Meetings and discuss and issues relating to the Contractor’s performance of the Service.

Each of the Parties will periodically assess the Contractor’s financial performance and may request a copy of audited accounts on an annual basis. If any of the Parties’ is of the opinion that the Contractor’s performance is not satisfactory, it may choose to deal with the issue in accordance with the following procedure;

* The Party will advise the Contractor and monitor the actions taken to resolve the problem through the quarterly progress meeting.
* If the Contractor rectifies the problem, the Party will sign off the issue at the next Progress Meeting
* If the Contractor fails to rectify the problem, the party may terminate the Contract in accordance with the Conditions of Contract.

**3.1.17 Invoicing**

The Contractor will provide individual Parties with invoices clearly itemised by activity and setting out the proportion of the amount due that relates to the service performed on each activity.

Parties may require invoices to be received electronically.

Where required, the Contractor will provide Parties with a monthly statement for the Service which includes details of all invoices and be broken down by location. This statement will preferably be sent in electronic format and will be distributed along with the monthly report detailed in 3.1.14 above.

Payment for the service shall be within 30days upon receipt of a valid invoice **in arrears for services received.**

**3.1.18 Equipment**

The Contractor will provide all sealable bags to be used in carrying out the Service. The cost of these bags and delivery of training to all relevant staff on how to use them will be included within the contract price as set out in the Form of Tender/Pricing Schedule.

The Contractor will allocate, fit and maintain bar codes for each of the collection locations (or alternative tracking system). The cost of implementing the system will be included within the contract price as set out in the Form of Tender/Pricing Schedule.

**3.1.19 Continuous Improvement**

The Contractor will be responsible for the continued development of the Service and must work with each party in order to achieve “best value”. This will involve the Contractor identifying the changing needs of the Councils and proposing amendments/innovations in relation to the provision of the Services. All proposed changes must be presented to each affected Party for approval before implementation.

**3.1.22 Audits**

Each party’s internal and external auditors shall be given access and receive assistance from the Contractor’s internal and external auditors to enable them to carry out their responsibilities and duties.

The Contractor must ensure that all agreed procedures recommended by each party’s internal or external auditors are maintained.

**3.1.24 Records**

The Contractor must keep records of service for at least six years after the completion of the Service. These records must be sufficiently complete and detailed to ensure proper audit trail of work.

**4. Instructions to Tenderers**

The Council requires a tender to be submitted in response to Specification of Service Schedule 1\_ Section 3.

The contents of this tender and any other documentation sent to you in respect of this process are provided on the basis that they remain the property of the Council.

The tender is made available in good faith. No warranty is given as to the accuracy or completeness of the information in it and liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisors.

You are deemed to understand fully the processes the Council are required to follow under relevant European and UK legislation, particularly in relation to the Public Contract Regulations 2015.

**4.1 Contract Terms and Conditions**

Please refer to Schedule 2 ­­\_Draft Terms and Conditions.

**4.2 Period of Validity**

Tenderers are required to keep tenders valid for acceptance for a period of 90 days from the date of receipt of tenders.

**4.3 Clarification of Meaning of Contract**

If you wish to raise further points of clarification then these matters should be submitted via email to [**procurement@gosharedservices.org.uk**](mailto:procurement@gosharedservices.org.uk)no later than 17:00 hours Thursday 04 August 2016 to enable technical questions to be answered and circulated to all tenderers. To be headed

**Cash Collection and Banking Services Tender 2016\_10**

We will endeavour to acknowledge your requests for clarification by return email within 1 working day. If you do not receive an email acknowledgement within this time during the tender period you please contact Procurement on 01285 623311 to confirm that it has been received and registered.

**4.4 Conditions of Tender**

You must comply with the following conditions; they are designed so that all tenders are treated equally and fairly and to comply with all legal requirements for public sector procurement.

**4.5 Collusion Fraud and Corruption**

All tenders are required to complete a Certificate of Non-Collusion and Non- Canvassing ( see Schedule 3)

**4.6 Basis of Prices**

All fixed prices quoted must be in £ sterling, exclusive of VAT at the prevailing rate or Insurance Premium Tax; but must include all costs including delivery and expenses (travel and subsistence)

Each price you propose will be expected to be “commercially viable” i.e. sustainable over the long term and therefore form the basis of contracted pricing, where applicable.

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of the tender

4.7 **Completion of Documents**

The Council reserves the right to amend the tender documents in any respect, at any time prior to the closing date and time for the receipt of tenders.

**To assist preparation, an electronic copy of the tender documents has been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.**

Tenderers must quote their services, prices and rates and other costs in Schedule 6\_price schedule.

All documents must be completed in English.

Where the tender documentation permits submissions for parts rather than the whole of the contract, where appropriate enter “no offer”.

A clear and easily understood tender increases the chances of success. As a general rule the order in which the information is presented should follow the pattern of the tender document itself.

Tenders which are incorrectly completed will **not** be considered for acceptance. Tenders must be submitted using the documents provided.

Correction fluid must not be used on tender documents, any alterations must be in ink and initialled by the tenderer.

Tenders must not be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

Should you wish to make any alternative tender, this **must be in addition to** the tender you submit, in accordance with these documents. Alternative tenders, if submitted, must be shown separately and not on the form of tender, and must be sufficiently detailed to allow proper consideration.

**4.8 Signing of Documents**

All documents requiring a signature must be signed;

* where the tenderer is a company, by two directors or by the director and the secretary of the Company, such persons being duly authorised for the purpose.
* Where the tenderer is a partnership, by a duly authorised director of each company within the partnership and indicate the lead partner for the bid.

The tenderer shall also produce forthwith upon request by the Council documentary evidence of any authorisation referred to above.

**4.9 Acceptance of Tenders**

The Council reserves the right not to accept any tender, in whole or part and reserves the right to cancel this process at any time.

The Council reserves the right to disqualify any tender if:

* It is not accordance with the consultant brief / statement of requirement and contract;
* the tenderer makes any variation to the specification/statement of requirement or other documentation comprising part of the contract;
* It contains any gaps or omissions.

**4.10 Financial Standing**

The Council will need to fully satisfy itself that the tender is of sound financial standing and has sufficient working capital, skilled staff, equipment and other resources available to them to provide the service.

Financial checks may be undertaken as part of this process.

**4.11 Returning of Tender Documents**

To assist tenderers in preparation, an electronic copy of the documents have been made available to you. Please make sure you complete and return all documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.

When you have answered all question, provided all the required information , supporting documentation please submit **two hard copies** and one copy electronically by CD or USB memory stick by the closing date and time indicated below.

You are advised to ensure that you make a complete copy, to be kept for your own reference.

**Tender Documents to be returned –**

|  |  |
| --- | --- |
| **Schedule 3** | **Signed Certificate of non-collusion and non-canvassing** |
| **Schedule 4** | **Signed form of Tender** |
| **Schedule 5** | **Tender Questionnaire** |
| **Schedule 6** | **Price / Commercial Schedule** |
| **Schedule 7** | **Response to Quality Assessment** |

Your package for the hard copies must be marked as follows:

‘**Tender – Strictly Confidential – “Cash Collection and Banking Services 2016-010”**

The hard copies of your tender bid must be delivered in the manner described above to:-

**Business Partner – Procurement, Cheltenham Borough Council, Municipal Offices, Cheltenham, Gloucestershire, GL50 9SA**

Time / Date for tender return (2 hardcopies and 1 electronic copy): **by 17:00 hours Friday 12 August 2016**

The closing date for return of tenders is given above. Any tenders received after this time will not be considered for acceptance unless an extension of time has been granted in writing by the Council. Such late tenders will be returned to the tenderer. Tenders received ahead of the closing date will remain unopened and held in safe custody by Procurement until designated tender opening time and date.

**4.12 Evaluation of Tenders**

The tender process will be conducted to ensure that all tenders are treated equally and fairly accordance with all the statutory requirements such European Union Public Procurement Directives and Public Contracts Regulations.

Information supplied in your tender response is confidential to the Council and their advisors.

Information contained in the completed tender will, along any subsequently provided information, be contractual information and will form part of the contract. Any errors within these documents may therefore be regarded as a breach of contract. Utmost care should be taken to ensure the accuracy of all information submitted.

Our evaluation of tenders will be based upon the information provided in your tender. Failing to provide all the information requested will put your tender at a disadvantage.

Tenders will be evaluated and award of contract, if any, will be made on the basis of the “most economically advantageous tender”, taking into account quality and cost, as stated below.

The evaluation of submissions will be based upon two stages;

* Selection Criteria
* Award Criteria

The submissions that pass the Selection criteria Schedule 5 - Tender Questionnaire will then be evaluated against the award criteria below. Those deemed not to meet / pass the selection criteria requirements will not be considered further.

**4.13 Award and weighting criteria**

The award and weighting criteria are as follows

Price / Commercial 60%

Qualitative Total 40%

|  |  |  |
| --- | --- | --- |
| **Price** | **Schedule 6 – Work /Price Schedule**  Please return a completed Schedule 6 – Work / Price Schedule. This section will be scored and assessed on the basis of the most economically advantageous tender taking into account total fixed price offered by the bidders | **Weighting**  **60%** |
| **Quality** | **Schedule 7 ­\_ Quality Schedule**  Question 1 | **10%** |
| **Quality** | **Schedule 7\_ Quality Schedule**  Question 2 | **12.5%** |
| **Quality** | **Schedule 7\_ Quality Schedule**  Question 3 | **12.5%** |
| **Quality** | **Schedule 7\_ Quality Schedule**  Question 4 | **5%** |
|  |  |  |

**4.14 Price / Commercial scoring system**

Each tender submission will be awarded a weighting based on its relationship with the lowest priced tender on the basis of the submitted total fee. The tender with the lowest fee will be awarded the full 60% weighting available. Each of the remaining tender submissions will be awarded a weighting on a pro-rata basis according to the following calculation:

Lowest tender price / Potential contractor price x 60 % of weighting to be allocated. For

|  |  |  |
| --- | --- | --- |
| Potential Contractor | Total Price (£) | **Pro rata weighting (based on 60% being allocated to the price criteria).** |
| A | £10,000 | 60% |
| B | £12,000 | 49.99% |
| C | £14,500 | 41.37% |

**4.15 Qualitative Scoring Matrix**

Each of the responses to the scored questions detailed in Schedule 7 – Quality Schedule will be scored in accordance with the following to produce a total weighted score out of 40%

|  |  |
| --- | --- |
| **SCORE** | **DESCRIPTION** |
| 5 | **Exceeds expectations**  Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and innovation relevant to the statement of requirement / specification |
| 4 | **Meets expectations**  Gives confidence that all key aspects of requirements will be achieved. |
| 3 | **Satisfactory**  Generally meets requirements, gives minor reservations about meeting some of the requirements |
| 2 | **Unsatisfactory**  Below expectations and does not fully address the requirements and gives rise to concerns about potential reliability |
| 1 | **Poor**  Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements |
| 0 | **Unacceptable**  Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement |

**4.16 Abnormally Low Tenders**

Where the pricing of a tender is abnormally low, the Council reserves the right to reject the tender in accordance with the requirements for further investigation under the Public Contract Regulations 2015.

**4.17 Short-listing of tenders**

Tenderers should note the Council reserve the right to hold interviews / presentations or visit premises or reference sites as part of the process to identify and appoint a Contractor.

The purpose of the interview/presentation, or premises or reference site visits will be to explore the validity of the initial evaluation and to confirm the Council understanding of the Tenderers’ proposals, and where appropriate to probe issues in greater depth. The presentation will last 15-20 minutes and will on the following two elements:

**(i)**  **A summary of your written submission, highlighting key issues which support your bid**

**(ii) Panel Questions.**

An interview to clarify any points raised will follow your presentation, and will take approximately 30 minutes.

No new criteria or weightings will be introduced. Moreover, no separate marks are ‘reserved’ for award at this stage. Instead, the Council will use the interview / presentation responses as a basis on which to ‘moderate’ up or down, the scores originally awarded when the tenders were evaluated.

The number of Tenderers short-listed will solely depend upon the initial evaluation of Tenderers’ bids, consequently the Council cannot commit to any numbers at this stage.

Tenderers who are successful for shortlisting for interview and presentation will be notified by email to the contact identified on the submitted questionnaire.

Any costs that the bidder incurs as a result of this will be deemed to be the responsibility of the bidder.

**4.18 Contract Award**

The proposed date for contract award, subject to suitable reference checks, is week commencing 30 August 2016 with project implementation completed shortly afterwards. Contract start date is to be agreed with the winning tenderer and upon receipt of a signed written contract.

Any resulting contract will consist of the contents of the tender pack, the Agreed Terms and Conditions and the successful tender submission. The contract will be subject to English law and the exclusive jurisdiction of the of the English Courts

Once the successful Contractor(s) is/are chosen, the Council will notify them and all unsuccessful contractors of the outcome in writing by email and provide a short de-brief to the unsuccessful tenderers including details of the successful tenderer and what their score was in comparison to you score.

**4.19 Contract Start**

If you are the successful Tenderer, you will sent the contract documentation to sign **before** you start fulfilling your obligations under the contract subject to meeting and pre-conditions or checks prior to entering into the contract.

You should be ready to start on the day indicated in the contract award document (to be confirmed) and to ensure that all relevant resources are available for the start date.

**4.20 Post-Contract Monitoring**

The successful tenderer will be expected to collaborate with the Council over the contract period to achieve continuous improvement in the quality in the delivery of the Contract in accordance with the Council obligations under Part 1 of the Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their tender.

**4.21 Freedom of Information Act**

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

The contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information act (‘the Act’) the text of the Contract and any Schedules to this Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the contractor or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

4.22  **Local Government Transparency – publication of tender documents and contracts**

The Government has set out the need for greater transparency across the public sector ` organisations to enable the public sector to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish all expenditure exceeding £500 and the resulting contracts. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting contract may be published and the documents made available to those requesting them

**5 Timeline (estimated)**

|  |  |
| --- | --- |
| Invitation to Tender –OJEU Open Procedure | Thursday 21 July 2016 |
| Questions of Clarification | 17:00hrs Thursday 04 August 2016 |
| Tender Submission Deadline | 17:00hrs Friday 12 August 2016 |
| Evaluation Panel | Week Commencing 15 August |
| Possible Presentations to Evaluation Panel | TBC |
| Notification outcome | TBC |
| 10 day Standstill | TBC |
| Contract Signed. | TBC |
| Commencement of Contract | 01 October 2016 |

Please note the above dates are subject to change.

END.