**Essex County Council**

**Open Procedure One Stage Bidder Guidance Incorporating the Accelerated Payment Rebate Scheme**

**Version 11.6**

 **25th November 2020**

 

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This document has been split into the following two main sections:

**Part One – General Instructions and Guidance**

**Part Two – Bidder ITT Guidance**

# PART ONE – GENERAL INSTRUCTIONS AND GUIDANCE

1. Essex County Council (**the Authority**) invites tenders for the provision of the requirement. Bidders should make themselves fully aware of the content of these General Instructions and Guidance, together with any other information/instructions issued by the Authority during this procurement exercise.
2. The estimated timetable for the award of a contract is as follows:

Invitation to Tender issued 14/12/2020

Final date for clarifications from Bidders 29/12/2020

Tender Return Date 15/01/2021

Tender Evaluation w/c 18/01/2021

Bidder shortlisting w/c 25/01/2021

Short-listed Bidders presentation 01/02/2021

Preferred bidder shortlisted w/c 08/02/2021

Contract Preparation 12/02/2021

Contract Signature 22/02/2021

The Authority will not be bound by this timetable if extensive bid clarification is required during evaluation.

1. All communications, enquiries, questions or requests for clarification by Bidders should be addressed in writing using the secure messaging system in the Invitation to Tender (ITT). Bidders should note that the Authority will not respond to any enquiry, question or request not submitted in this manner.
2. Bidders should be aware that where a clarification has a fundamental and/or material impact on the ITT, that clarification and the Authority’s response will be circulated to all bidders. Any bidder who considers their clarification to be confidential must indicate this in writing to the Authority when submitting that clarification. The Authority will consider the Bidder’s written position into consideration when deciding whether to release the clarification and the Authority’s response to all bidders.
3. Any Bidder who directly or indirectly canvasses any member or officer of the Authority concerning this procurement or the award of any contract pursuant to this procurement, or who directly or indirectly obtains or attempts to obtain information from any such member or officer concerning any other public procurement will be disqualified.
4. It is the responsibility of Bidders to obtain for themselves at their own expense all information necessary for the preparation of their tenders. Information supplied by the Authority (whether in the ITT or otherwise) is supplied for general guidance in the preparation of the tenders. Bidders must satisfy themselves by their own investigations with regard to the accuracy of any such information and no responsibility is accepted by the Authority for any inaccurate information obtained by Bidders.
5. All information supplied by the Authority in connection with this ITT shall be regarded as confidential by the Bidder except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the tender.
6. No servant or agent of the Authority has authority to vary or waive any part of the ITT other than the Authorised Officer nominated by the Authority who shall only do so in writing.
7. The Bidder shall be deemed to have satisfied himself before submitting his tender as to the correctness of the rates and prices stated by him in the Tender (Commercial Response), which shall (except insofar as is otherwise provided in the Contract) cover all his obligations under the Contract.
8. All rates and prices quoted must exclude Value Added Tax.
9. All rates and prices quoted must be in sterling.
10. The tender submission web form questions and/or documents must be fully completed and be accompanied by all requested supporting information. Any tender containing gaps or omissions are likely to be rejected. Any tender containing information which has not been requested is likely to be rejected.
11. Bidders must comply with the limit to the number of words or pages stated within this tender. For submissions that exceed the word/page limit the information provided beyond the limit will not be evaluated. Bidders are advised that they should not incorporated embedded documents or URL links in their response unless specifically requested to do so. Failure to do so may result in your tender being rejected.
12. Tenders must be for the supply of the whole of the services upon the terms of the Contract. Tenders for part or parts only of the service or for different standards or frequencies of service or made subject to alternative or additional terms or conditions may be rejected, or may be rejected for the reasons of such alterations or additions only.
13. Any document requiring a signature must be signed:

 (i) where the Bidder is an individual by the individual;

 (ii) where the Bidder is a partnership, by two duly authorised

 partners;

1. where the Bidder is a company, by two Directors or by a Director and the Secretary of the Company, such persons being duly authorised for that purpose.
2. In addition to any more specific obligations imposed by the terms of the Contract, Bidders must satisfy the Authority of their ability to provide the service set out in the Contract.
3. Every tender received by the Authority shall be deemed to have been made subject to the terms and conditions of the Contract unless the Authority shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of the Bidder shall, if inconsistent with the terms and conditions of the Contract, be deemed to have been rejected by the Authority unless expressly accepted in writing.
4. Your tender submission must be submitted to the Authority electronically by publishing through this ITT CO0063 L&D Executive Coaching at [https://supplierlive.proactisp2p.com/Account/Login](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsupplierlive.proactisp2p.com%2FAccount%2FLogin&data=02%7C01%7C%7Cf73002ffd5794c77e6ed08d7afbd283c%7Ca8b4324f155c4215a0f17ed8cc9a992f%7C0%7C0%7C637171099260574221&sdata=deihjwrqWGgQogxovASthB7boD2luJHKUHbECAZpqgs%3D&reserved=0), RFX REQ1000173 - CO0063 Learning & Development Executive Coaching:-

 **not later than 12:00 noon hours on 15th January 2021**

 It is the Authority’s policy to reject any tenders received after the above deadline.

1. Do not attempt to edit your response after the deadline has passed. Should you do this your tender will be considered late and will be rejected.

1. The Authority will not consider individual requests for extensions to the closing date and the time specified in above but may at its own absolute discretion extend generally the closing date and time. Where the Authority extends that deadline it will notify all Bidders in writing via a message in the e-sourcing system.
2. The Bidder is expected to keep his tender valid for acceptance for a period of 120 days from the closing date specified above.
3. The Authority is not bound to accept the lowest or any tender. The tender evaluation process will be conducted fairly in accordance with the published evaluation criteria to ascertain the most economically advantageous tender.
4. As you have agreed to the ECC Bidder Agreement you have confirmed your acceptance that the Authority (ECC) reserves the right to amend, modify or withdraw the tender. The Authority reserves the right to accept or reject all or part of the Bidder proposal. Submission of a bid does not create a contract or any expectation by the Bidder of a future business relationship. Rather, by submitting a bid, you are making a firm offer which the Authority may accept to form a contract.

The Authority is not liable for any costs incurred by Bidder in the preparation, presentation, or any other aspect of Bidder's bid. The Authority will not reimburse any expense incurred by you in preparing your bid. You take part in this tender entirely at your own risk and cost.

Except to the extent the Authority allows a non-binding bid, all Bids which a Bidders submit are legally valid quotations without qualification, except for data entry errors.

1. **Accelerated Payment Rebate Scheme (APRS) - Pricing Matrix and Contract**
	1. The Authority is able to offer an accelerated payment rebate scheme (APRS) to suppliers through the Authority’s electronic payment processes and systems (**ECC Payment System**). The Authority may change its payment system from time to time and suppliers will be notified of the current system and any changes to it.
	2. Participation in the APRS is optional/voluntary for suppliers.
	3. The benefits to suppliers in joining APRS are:
* Improved cash flow through early payment of invoices
* Increased process efficiency via e-invoicing
* Dedicated processing and query resolution
	1. Where the supplier has opted into the APRS and is awarded the contract, payments by the Authority made earlier than the standard 30 days will be subject to a rebate in the Authority’s favour on a sliding scale basis which will be calculated from the supplier’s gross price. The deduction from the gross price will be processed by the ECC Payment System issuing a debit note.

**Instructions for completing the Pricing Matrix**

* 1. The Bidder must select the rebate/discount it will offer from options A to D shown in Pricing Table A below and insert the applicable rebate for Day 10 into the Pricing Matrix. The Day 10 price will be used in the Pricing Matrix evaluation methodology– see paragraph 11 of Section B of Part 2 of this guidance.
	2. For example, where the Bidder selects option A, a rebate of 0.50% must be inserted into the Pricing Matrix. If no rebate is inserted into the pricing schedule it will be deemed that the Bidder does not wish to participate in the APRS and no rebate will apply.

PRICING MATRIX Table a – daily rebate Schedule Options

| **No. of days elapsed between Trigger Date & Invoice Payment Date** | **% of the amount owed that will be deducted by Authority as rebate** |
| --- | --- |
| **Rebate offered: Options** |
| **A****0.50%** | **B****1.00%** | **C****1.25%** | **D****1.50%** | **E****2.00%** |
| 0 | 0.75% | 1.50% | 1.88% | 2.25% | 3.00% |
| 1 | 0.73% | 1.45% | 1.81% | 2.18% | 2.90% |
| 2 | 0.70% | 1.40% | 1.75% | 2.10% | 2.80% |
| 3 | 0.68% | 1.35% | 1.69% | 2.03% | 2.70% |
| 4 | 0.65% | 1.30% | 1.63% | 1.95% | 2.60% |
| 5 | 0.63% | 1.25% | 1.56% | 1.88% | 2.50% |
| 6 | 0.60% | 1.20% | 1.50% | 1.80% | 2.40% |
| 7 | 0.58% | 1.15% | 1.44% | 1.73% | 2.30% |
| 8 | 0.55% | 1.10% | 1.38% | 1.65% | 2.20% |
| 9 | 0.53% | 1.05% | 1.31% | 1.58% | 2.10% |
| **10 - Target** | **0.50%** | **1.00%** | **1.25%** | **1.50%** | **2.00%** |
| 11 | 0.48% | 0.95% | 1.19% | 1.43% | 1.90% |
| 12 | 0.45% | 0.90% | 1.13% | 1.35% | 1.80% |
| 13 | 0.43% | 0.85% | 1.06% | 1.28% | 1.70% |
| 14 | 0.40% | 0.80% | 1.00% | 1.20% | 1.60% |
| 15 | 0.38% | 0.75% | 0.94% | 1.13% | 1.50% |
| 16 | 0.35% | 0.70% | 0.88% | 1.05% | 1.40% |
| 17 | 0.33% | 0.65% | 0.81% | 0.98% | 1.30% |
| 18 | 0.30% | 0.60% | 0.75% | 0.90% | 1.20% |
| 19 | 0.28% | 0.55% | 0.69% | 0.83% | 1.10% |
| 20 | 0.25% | 0.50% | 0.63% | 0.75% | 1.00% |
| 21 | 0.23% | 0.45% | 0.56% | 0.68% | 0.90% |
| 22 | 0.20% | 0.40% | 0.50% | 0.60% | 0.80% |
| 23 | 0.18% | 0.35% | 0.44% | 0.53% | 0.70% |
| 24 | 0.15% | 0.30% | 0.38% | 0.45% | 0.60% |
| 25 | 0.13% | 0.25% | 0.31% | 0.38% | 0.50% |
| 26 | 0.10% | 0.20% | 0.25% | 0.30% | 0.40% |
| 27 | 0.08% | 0.15% | 0.19% | 0.23% | 0.30% |
| 28 | 0.05% | 0.10% | 0.13% | 0.15% | 0.20% |
| 29 | 0.03% | 0.05% | 0.06% | 0.08% | 0.10% |
| 30 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

**APRS and the Contract**

* 1. For the purposes of payment under the contract, the successful supplier’s gross price will be set out in the contract (regardless of whether it has opted in or out of the APRS). Where the successful supplier has opted in to the APRS, a Pricing Table – see Table B (Rebates) at paragraph 24.15 below -will also be included in the contract specifying the relevant daily rebate percentages which will be applied. The actual percentage rebates applicable will be dependent on the option chosen by the supplier from Pricing Matrix Table A above during the bid stage.
	2. When submitting invoices, the supplier must use an appropriate mutually agreed identifier on all invoices in accordance with processes agreed with the Authority in order for the APRS to apply.
	3. In the event that due to technical issues with the ECC Payment System, the Trigger Date is incorrect, the Authority shall amend such date(s) to match up to the actual dates such events occurred to ensure that the Rebate Period is calculated correctly.
	4. In the event of any disputed invoice or part thereof, the Authority shall amend the ECC Payment System in order to process the payment of the undisputed amounts and shall apply the rebate (if any) applicable to such undisputed amounts. In relation to the disputed amounts, once the dispute has been resolved, the amounts which are agreed to be paid shall have the same rebate/discount applied to such payment.
	5. All invoices must be submitted by the supplier at the monthly gross price and any rebate period will be determined by the actual number of days earlier that payment is made. The calculation of the applicable number of days will be calculated as follows:
* Trigger Date – a valid invoice receipt date on the ECC Payment System
* Invoice Payment Date – a date that the Authority creates a payment for release to BACS on the ECC Payment System. Creation of any payment will be subject to the Authority’s matching and validation processes. Payment by BACS will be 3 workings day after an Invoice Payment Date and does not include an Invoice Payment Date itself.
* Rebate Period – the number of days elapsed between a Trigger Date and an Invoice Payment Date.
* Rebate – an amount to be deducted from the gross price, calculated by applying the relevant rebate percentage against the gross invoiced amounts for each invoice. Note that:

the relevant rebate percentage (%) will be calculated to 14 decimal places and it is this value that will be applied in all calculations. However, for simplicity, the rebate % displayed in Pricing Matrix Table A above has been rounded to 2 decimal places.

rebates applied to invoices are calculated at an invoice line item level. Rebates are applied in the manner described immediately above, against the value of each line item. The result of this calculation is rounded to the nearest pence. Once the rebates for all line items have been calculated, they are aggregated to provide the total rebate value to be deducted from the supplier’s invoice on early payment of the invoice.

* Example:
	+ Trigger Date: Friday 1 November 2019
	+ Invoice Payment Date: Friday 8 November 2019
	+ Funds received by supplier Wednesday 13 November 2019
	+ Rebate Period: 7 days
	+ The applicable Rebate Percentage will be identified as set out in the contract
	+ The relevant Rebate will be calculated using the relevant Rebate Percentage applied against the relevant gross price of the invoice.
	1. ECC will issue a debit note indicating the value of the rebate that has been applied.
	2. Where the supplier has opted into the APRS, the APRS will apply to all invoices submitted after the contract is entered into between the parties and will continue to apply for the duration of the contract term and any extension to such contract term.
	3. The Authority shall be entitled at its sole option to terminate the application of the APRS at any time. Where for any reason, the APRS no longer applies to the contract, the Authority’s standard 30-day payment terms will apply to the gross price set out in the contract.
	4. Example: Pricing Table B – Rebates

| **Rebate Period**  | **Percentage Rebate\*\*** |
| --- | --- |
| 0 | [●]% |
| 1  | [●]% |
| 2  | [●]% |
| 3  | [●]% |
| 4  | [●]% |
| 5  | [●]% |
| 6  | [●]% |
| 7  | [●]% |
| 8  | [●]% |
| 9  | [●]% |
| 10  | [●]% |
| 11  | [●]% |
| 12  | [●]% |
| 13  | [●]% |
| 14  | [●]% |
| 15  | [●]% |
| 16  | [●]% |
| 17  | [●]% |
| 18  | [●]% |
| 19  | [●]% |
| 20  | [●]% |
| 21  | [●]% |
| 22  | [●]% |
| 23  | [●]% |
| 24  | [●]% |
| 25  | [●]% |
| 26 | [●]% |
| 27 | [●]% |
| 28 | [●]% |
| 29 | [●]% |
| 30 | [●]% |

\*\* see guidance above regarding the calculation of the rebate

1. Please note that all response attachments must be in Arial 11 font in Microsoft Word, with standard margins (2.54cm top and bottom margins 3.17cm left and right margins) and formatted for printing onto A4 paper. Any submission response not complying with the stated format and specified page limit(s) may be excluded from the tender process. Any internet link included within any responses must comply with the specified response requirements.
2. Please find below the details regarding the weightings for the evaluation of this requirement:

**This section will be scored out of 100. This will be split 60 marks to quality, 35 to price and 5 to social value.**

***Quality Evaluation***

There are 5 questions within the quality evaluation. They are each individually weighted.

Please note that each question defines the maximum number of pages/words allowed to describe the response. Please do not exceed the stated number of pages/words. Where a page number is stated this means A4 page Arial Typeface, Font size 11. Documentation supplied in excess of the prescribed page numbers will not be evaluated.

Each question will be evaluated and awarded a score out of 5 in accordance with the scoring methodology outlined in table C, Part 2, paragraph 13 of this Bidder Guidance Document. Each score will be converted into a weighted score using the weightings outlined in the Bidder Questionnaire using the following calculation:

Bidder Score out of 5 x % weighting = Weighted Score

The weighted scores for each of the questions are added together to create a total score out of 5. See the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| Question | Weighting | Score | Weighted Score |
| 1 | 25% | 4 | 1.0 |
| 2 | 25% | 4 | 1.0 |
| 3 | 20% | 4 | 0.8 |
| 4 | 20% | 4 | 0.8 |
| 5 | 10% | 4 | 0.4 |
| Total | 100% | 20 | 4.0 |

This is then multiplied by 12 to give a quality score out of 70, e.g. 4 x 12 = 48

***Price Evaluation***

The price Evaluation will be undertaken as follows:

* Pricing shall be fully inclusive of all associated costs such as travel expenses and should exclude VAT.
* All travel and subsistence for delivery at any named location within Essex.

|  |  |
| --- | --- |
| Coaching – Hourly rate | £ |

Note: A session period for coaching will be based on a 1½ hour session (90mins). Your hourly rate included above will be multiplied by 1.5 to provide the rate per session which the evaluation of your price submission will be based upon.

The lowest price will receive full marks. Each subsequent price will be compared to the lowest price and receive a score equal to the full marks less a percentage equal to the percentage that the bid is more expensive than the cheapest. This is shown in the calculation below:

PRICE SCORE = (1-(Difference between Bidders price and lowest Bidders price)/lowest Bidders price)% x 35 marks

Lowest Bidders price will receive a score of 35.

Any Bidder’s price that is more than 100% more expensive than the lowest Bidder’s price will score zero. For the avoidance of doubt, negative scores are not possible.

For example, if the lowest bid is £100 and the next bid is £120:

Lowest Bid gets 35 marks

Next bid gets (1-(20/100)% x 35 = 28 marks

The price score will be combined with the quality and social value score to identify the overall score for each bidder.

***Price Evaluation***

Please see Section B, page 20.

# PART TWO – BIDDER ITT GUIDANCE

### Introduction

This ITT has been issued by the Authority in connection with a competitive procurement conducted under the Public Contract Regulations 2015.

Below, please find some guidance regarding the content of the ITT. The ITT is split into two sections – Section A & Section B.

Should a bidder have any questions or clarifications regarding the ITT they must raise them via the messaging facility on the supplier portal. Any questions or clarifications raised, and the response to the same, will be shared with all bidders unless they are marked as commercially confidential and the Authority agrees this to be the case.

### Instructions, Key Documents & Declarations

This procurement is being undertaken using a single stage tender process with the ITT split into two sections - Section A and Section B. Therefore to express and interest and for your bid to be considered you will need to complete all questions within both sections and ensure that any requested documentation is attached.

BEFORE YOU CAN SUBMIT A RESPONSE YOU MUST CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS, SPECIFICATIONS AND OTHER ATTACHMENTS (Section 1 of the Questionnaire).

These will form a part of any resultant contract.

The Authority may use this section to provide bidders with Instructions and/or Key Documents, and to obtain necessary Declarations from bidders.

Bidders will need to access these documents by clicking on "Upload Documents".

This section includes the ECC Bidder Agreement which must be accepted before uploading or responding to the questions in the tender.

This section contains key documents such as the Instructions and Guidance to bidders, the Specification and the Terms and Conditions that will be applicable to any resultant contract.

If you have questions concerning the documentation (which are not related to functionality of the system), you will need to submit the question via the Message Centre. Only questions asked in this manner will be responded to and broadcast.

The last date for questions to be asked is **29th December 2020**. Questions asked after this date will be responded to at the discretion of the Authority.

### SECTION A - SSQ Submission

Section A includes the Standard Selection Questionnaire (SSQ) which is designed to assess the suitability of a Supplier to deliver the Authority’s contract requirements. Bidders must download and complete the SSQ document.

**Selection Questionnaire**

The Standard Selection Questionnaire is structured in 3 separate parts:

Part 1 of the Standard Selection Questionnaire covers the basic information about the supplier, such as the contact details, trade memberships, details of parent companies, group bidding and so on.

Part 2 covers a self-declaration regarding whether or not any of the exclusion grounds apply.

Part 3 covers a self-declaration regarding whether or not the company meets the selection criteria in respect of their financial standing, technical and professional ability and ECC’s additional questions.

### Guidance to completing the SSQ

### Part 1: Potential Supplier Information (Section 1)

The Bidder is to complete the required information concerning their organisation and provide details of their organisation’s bidding model. The Bidder is to identify if they are bidding as Prime Contractor or a Consortium.

Where reference is made to a consortium, this should be read as also including any other proposed partnership, joint venture or significant sub-contracting arrangement. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

For bidding purposes, a consortium bid is acceptable but for the purposes of entering into a contract, the Authority reserves the right to require groupings of organisations, consortia, partnerships or any other form of joint venture to take a particular legal form or to require a single lead organisation to take primary liability under the contract or to require that each party in a consortium/partnership/joint venture undertakes joint and several liability under the contract.

Where a consortium structure is proposed, all information requested should be given, unless otherwise instructed, in respect of the proposed prime contractor/consortium leader and in respect of consortium members or sub-contractors who will play a significant role in the delivery of services or work under any ensuing contract. Responses must enable the Authority to assess the overall service proposed.

The Authority recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Service providers/suppliers should therefore respond in light of such arrangements as they are currently envisaged. Potential suppliers are reminded that any future change in relation to consortia and sub-contracting must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided and the Authority reserves the right to reject any change which does not satisfy the selection criteria and any bidder who no longer satisfies the selection criteria.

Within this section the Bidder is to details if their organisation is registered with the appropriate trade or professional register(s) with the member state or country they are established. Details of these can be found in the Annex XI of the Public Contract Regulations.

### Part 2: Exclusion Grounds

**Ground for mandatory exclusion (Section 2)**

The purpose of this section is to establish the propriety of bidders.

If a bidder answers “Yes” to any of the questions in this section there will be serious doubts about propriety and the council is obliged to reject them from the procurement.

Any bidder that answers ‘Yes’ to any of the questions in these section should provide sufficient evidence, in a separate attachment, that the provides a summary of the circumstance and any remedial action that has been taken place subsequently and effectively “self-cleans” the situation referred to in the questions. The bidder has to demonstrate it has taken such remedial action, to the satisfaction of the authority.

The bidder is to note that the scoring methodology for this section is the following:

Pass or Fail (where ‘No’ or with satisfactory self- cleaning = Pass and ‘Yes’ with no satisfactory self-cleaning = Fail

Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

**Grounds for discretionary exclusion (Section 3)**

The purpose of this section is to establish the propriety of bidders.

If a bidder answers ‘Yes’ to any of the questions in this section there may be doubts about the propriety of the bidder. However, the Authority will consider any information that the bidder provides which clearly indicates that any past conduct or problem has been resolved and that steps have been taken to prevent its recurrence.

Any bidder that answers ‘Yes’ to any of the questions in these section should provide sufficient evidence, in a separate attachment, that the provides a summary of the circumstance and any remedial action that has been taken place subsequently and effectively “self-cleans” the situation referred to in the questions. The bidder has to demonstrate it has taken such remedial action, to the satisfaction of the Authority.

The bidder is to note that the scoring methodology for this section is the following:

Pass or Fail (where ‘No’ or with satisfactory self- cleaning = Pass and ‘Yes’ with no satisfactory self-cleaning = Fail

### Part 3: Selection Questions (Section 4) - Economic & Financial Standing

The purpose of this section is to ascertain that bidders are able to provide relevant financial information where required by the Authority. The questions in this section assume that information will only be required from the winning bidder, but in the event that evidence is required at an earlier stage of the procurement process, the Authority will indicate this in the wording in question 4.1 which will be amended to say “Please indicate which of the following you have provided to demonstrate your economic/financial standing”.

The financial information required in this section is intended to gain a basic indication that the successful bidder is not a significant financial risk in relation to the particular procurement.

The key objective of financial appraisal is to analyse a bidder’s financial position and determine the level of risk that it would represent to the council – having regard to the contract requirement and value, criticality, and the nature of the market. The assessment of risk will be based on sound business judgement rather than just the mechanistic application of financial formulae.

Where a contract is divided into lots then the minimum yearly turnover shall be twice the expected contract value of each individual lot(s) bid for, but the Authority may set a minimum yearly turnover that a successful bidder is to have in the event they are awarded several lots to be executed at the same time.

For contracts based on a framework agreement the minimum yearly turnover of a bidder shall be based on the estimated value of the framework agreement. In the case of dynamic purchasing systems agreements the minimum yearly turnover shall be based on the expected maximum size of the specific contracts to be awarded under the systems.

The Authority shall reserve the right to reject any bidder’s ITT submission where no formal guarantee can be provided by the bidder e.g. parent company guarantee, bank bond or performance bond when the organisation consolidated risk category is “high”.

The bidder is requested to indicate they can provide a copy of their accounts for the most recent two years, where legally applicable these should be audited accounts. In the event that the bidder is not in a position to present accounts, then required financial information is to be presented in the spreadsheet provided by the Authority in the SQ.

There is no scoring criterion for this section but the successful bidder will be categorised by the following consolidated risk category:-

|  |
| --- |
| **MEDIUM RISK CONTRACT (Contract Risk Score 50% - 75%)** |
| **Financial Appraisal Score** | **Supplier Risk Category** |
| **0% - 59%** | **High Risk** |
| **60% - 69%** | **Medium Risk** |
| **70% - 100%** | **Low Risk** |

The Financial Methodology in the attachment below will show how each of the consolidated risk categories are calculated.



### Part 3: Selection Questions (Section 5)

The section only needs to be completed if the bidder has indicated they are part of a wider group in their response to question 1.2 of the SQ.

### Part 3: Selection Questions (Section 6) - Technical & Professional Ability

The bidder is to provide up to three contracts, in any combination from either the public sector or private sector that are relevant to the Authority’s requirement by completing the attached template within this section.

Contract examples that are relevant to the requirement should be provided. A newly set-up bidder might be unable to provide three contract examples, but at least one or two should be available.

ECC reserves the right to check the accuracy of the contract examples by contacting the relevant customers. Where the requirement is for a new or innovative service or product, contract examples may be less relevant.

This section will not be scored and is for information purposes only.

### Part 3: Selection Questions (Section 7) - Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015

The Modern Slavery Act 2015 (the "Act"), aims to eradicate modern slavery, which encompasses human trafficking, slavery, forced labour and servitude.

Organisations with a global turnover of £36 million and over are required to publish a slavery and human trafficking statement for each financial year. The statement must set out the steps an organisation has taken to ensure that slavery and human trafficking is not taking place in its supply chain or in any part of its own organisation**.**

In response to this questions the Bidder is to confirm if their global turner over is £36 million and over. If you respond ‘Yes’ an additional question will appear requesting that you attach a copy of your organisation’s Modern Slavery Statement.

Further details concerning the Modern Slavery Act can be found on <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/649906/Transparency_in_Supply_Chains_A_Practical_Guide_2017.pdf>

### Part 3: Selection Questions (Section 8) - Additional questions

General Note - The questions in this section will be assessed in accordance with Scoring Methodology Table A unless otherwise indicated

**8.1 Insurance**

The ITT will outline the insurance requirements applicable for the procurement exercise. If a Bidder answers ‘Yes’ or ‘Willing to Obtain’ it is likely that ECC will require evidence of the insurance cover at an appropriate stage during the procurement exercise, and prior to contract award.

Employer’s Liability Insurance is a legal requirement (except for businesses employing only the owner / close family members). If a Bidder believes that they fall into this category they must answer the question and provide further details justifying the exemption.

**8.2 Not Used**

**8.3 Licensing and Registration**

The Bidder is to detail if their organisation is registered with the appropriate trade or professional register(s) with the member state or country they are established. Details of these can be found in Annex XI of the Public Contracts Regulations 2015.

**8.4 Professional Capacity**

**Organisation Management Structure**

The responses to the question in this section enable the Buyer to understand the organisational structure, key personnel/managers and their qualifications and seniority.

**Resources**

The response to the question in this section enables the Buyer to understand the resources you have drawn on, including any intent to sub-contract, or employ apprentices in order to help deliver similar contracts.

The Authority supports the expansion of the use of apprenticeships because it offers added value to the Council and benefits the community. Volunteering is an important expression of citizenship and a powerful force for change. Volunteers can make a unique contribution to society and must be valued, supported and well managed during delivery of services. Please review the “Essex Compact Volunteering Code of Practice” that can be found on the Essex County Council website.

Bidders may show an awareness of how they have supported the local economy through similar contracts, for example recruiting local labour and sub-contracting to local SME’s.

ECC is committed to improving quality of life, reducing the demand upon public services and supporting the local economy by increasing employment opportunities for people with a disability. People with learning disabilities in particular are underrepresented in the workforce, with only 13% of our service users currently employed. If the contracts you have undertaken previously are within an industry which is likely to support roles which provide an entry to the job market, this should be considered in your response.

**8.6 Equality & Diversity**

The bidder is to detail if there has been any finding of unlawful discrimination against their organisation by an Employment Tribunal, an Employment Appeal or any other court. A summary of the investigation is to be provided, as well as any remedial action that organisation has undertaken to prevent reoccurrence.

In you are an organisation located outside of UK please refer to equivalent legislation in the country you are based.

The bidder is to provide details of any complaint upheld by the Equality and Human Rights Commission in the last three year. A summary of the investigation is to be provided, as well as any remedial action that organisation has undertaken to prevent reoccurrence

The bidder is also required to provide overview of any processes they have in place to check whether any of the above circumstances apply to any of their sub-contractors.

Further information regarding the areas covered in this section can be found at:

[www.equalityhumanrights.com](http://www.equalityhumanrights.com) or [www.gov.uk](http://www.gov.uk).

**8.7 Environmental Management**

The bidder is to provide details of any breaches of the environmental legislations in the last three years. A summary of the investigation is to be provided, as well as any remedial action that the organisation has undertaken to prevent reoccurrence.

The bidder is also required to provide an overview of any processes they have in place to check whether any of the above circumstances apply to any of their sub-contractors.

Further information regarding the areas covered in this section can be found at:

[www.gov.uk](http://www.gov.uk)

**8.8 Health & Safety**

The bidder is to self-certify that their organisation has a Health and Safety Policy that complies with current legislation.

The bidder is to provide details of receipts of any enforcement orders in relation to the Health and Safety Executive given to their Directors or Executive Officers in the last three years. A summary of the investigation is to be provided, as well as any remedial action that organisation has undertaken to prevent reoccurrence.

The bidder is also required to provide an overview of any processes they have in place to check whether any of the above circumstances apply to any of their sub-contractors.

Further information regarding the areas covered in this section can be found at:

[www.hse.gov.uk](http://www.hse.gov.uk)

**8.9 E-Procurement**

The purpose of this section is to identify your organisation’s current e-Procurement capabilities to ensure that your organisation can meet with Essex County Council’s e-Procurement requirements. E-Procurement refers to electronic methods used to purchase goods, works and services in order to maximise the benefits to both ECC and suppliers through efficient processes and prompt payment.

Please Note: If an alternative approved system is utilised for a contract, for example for Social Care (e.g. A4W or Mosaic), the Buyer will amend these standard questions as applicable with the appropriate requirements for that contract. Information on particular P2P processes for specific sectors such as Social Care can be requested.

If you cannot meet the minimum standards but your organisation is currently developing its IT capabilities which will enable your organisation to meet with the requirements from the date of commencement of the contract please provide details explaining this and detail what action you are taking.

If you have not done so already, you may want to set up a single email account for your organisation. Please note that one single email account must be provided for the organisation, ECC is unable to accept multiple e-mail addresses for different depots within/across an organisation.

Please familiarise yourself with the Proactis:marketplace information which can be found on ECC’s website.

**8.10 Information Handling & Security**

The bidder is required to complete the Data Protection Compliance Questionnaire – Self-Assessment. In addition where data processing occurs then a Data Processing Agreement will be completed in the final contract.

Essex County Council has a duty to ensure that solutions/services are compliant with the Data Protection Act (2018) and General Data Protection Regulations.

Essex County Council (ECC) holds and processes personal information about the people of Essex, including the people who work with and on behalf of the Council. Information is received from many sources, including other public agencies and is also produced as part of providing day to day services.

The [information policy requirements for contractors](http://www.essex.gov.uk/Business-Partners/Supplying-Council/Documents/ECC_information_policy_requirements_for_contractors.pdf) details the minimum information handling standards that will apply to any contractor who undertakes business on behalf of the Council.

Any contractor who is successfully awarded a contract shall be governed by the terms and conditions detailed in the formal agreement.

Further information on Data Protection can be found on [www.ico.org.uk](http://www.ico.org.uk)

### SECTION B

### Technical Response

**Social Value**

Essex County Council has developed a number of measures which reflect the Social Value we wish to promote through our Supply Chain. These are outcomes over and above the contract offer which provide value to communities within Essex

Bidders are required to complete the “Essex TOMs Social Value Calculator” by entering a number against the measures they will commit to deliver throughout the term of the contract should they be successful. This will automatically calculate the total value of the offer. The “Essex TOMs Social Value Calculator” will be provided to Bidders as part of the tender pack.

Bidders are able to offer “Other initiatives” that they wish to deliver outside of the list provided on the Calculator.

Social Value has been given a weighting of 5%. for this tender The Social Value element will be evaluated in two parts both with equal weighting;

* + - Value
		- Supporting Statement

**Value**

The value of Social Value offers will be evaluated in the following way;

The bidder submitting the highest social value offer will be scored 100% for this section.

All other bidders will be scored in relation to the highest social value offer as follows:

$$\frac{ Bidder^{'}s total Social Value offer}{Value of the highest Social Value offer } ×100$$

Essex County Council have identified a number of priority areas and these have been given a priority score of 3 within the “Essex TOMS Social Value Calculator”. Where suppliers commit to deliver our priority measures the value of those measures will be multiplied by 3.



**Supporting Statement**

Bidders will be required to submit a supporting statement alongside their Social Value offer. This statement should include;

* + Detail of the Key steps required to deliver the Social value measures
	+ Resources required to ensure delivery
	+ Timeframes for delivery of targets including key milestones
	+ Explanation as to how the SV offered will apply directly to this contract
	+ Detail as to how the delivery of social value will be monitored and measured.
	+ Confirmation that the benefits will be delivered within Essex

The supporting statement will be evaluated using Scoring Methodology Table A which is in Part 9 of this Bidder Guidance. Statements should be no longer than 1000 words.

Buyers need to ensure that the submissions are meeting the following requirements:

* No double counting – The submission will be checked to ensure no double counting or inclusion of anything covered within the core contract
* Must be “Local” (within the boundaries of Essex County Council) – any social value offer that does not provide benefits to the “local” area will be excluded.
* No amending the calculator – The Proxy values within the calculator must not be amended
* Partial Contributor identified – where only a % of the benefit will be received through this contract only a % of the value should be recorded.

During evaluation of bids received, if there is any inconsistency between a bidder’s social value offer and the requirements stated here ECC will seek clarification to enable the bidder to explain/justify the methodology used and clarify their bid if necessary.

Social Value offers will be built into the contract of the winning bidder.

### Commercial Response

The bidder is required to confirm whether it wishes to take part in the APRS (accelerate payment rebate scheme).

* Where the Bidder answers ‘Yes’ then it will be required to provide the APRS Declaration Form to confirm it has read and understood how the APRS will operate and that it wishes to participate in the scheme subject to the terms for such scheme. See the instructions set out in paragraph 24 of the Bidder Guidance to ensure the Bidder understands the application of the APRS.
* Where the Bidder answers ‘No’ then it will be required to provide the APRS Declaration Form confirming that. See the instructions set out in paragraph 24 of the Bidder Guidance to ensure the Bidder understands the application of the APRS.

The bidder is required to complete the attached Pricing Matrix in the prescribed format in accordance with the instructions set out in paragraph 24 of the Bidder Guidance and re-attach the completed documentation to this section.

The evaluation methodology for the commercial submission is set out in paragraph 11 below.

### Freedom of Information

If a Bidder considers that any information supplied for the purposes of this ITT is either confidential in nature or commercially sensitive and an exemption applies this should be highlighted in the body of the ITT submission and the reasons for its sensitivity given in the table in the form supplied.

Submission of a completed table does not guarantee that the information highlighted will be recognised as an exemption, this will be subject to clarification.

### Scoring Methodology Table A

This section confirms the Scoring Methodology that will be used for the identified question detail in the ITT unless otherwise stated.

**0 = Wholly Unsatisfactory -** No response or the whole response is irrelevant to all of the question and evaluation criteria**.**

**1 = Unsatisfactory -** The response only covers a minor element of the question and evaluation criteria and lacks relevant evidence regarding competence, capacity and ability to successfully fulfil the requirements of the question.

**2 = Partially Acceptable -** The response covers more than one element of the question and evaluation criteria but lacks relevant evidence regarding competence, capacity and ability to successfully fulfil the requirements of the question.

**3 = Acceptable -** The response addresses most of the question and evaluation criteria but some areas contain limited relevant evidence regarding competence, capacity and ability to successfully fulfil the requirements of the question.

**4 = Very good -** The response fully addresses the question and evaluation criteria and provides relevant evidence regarding competence, capacity and ability to successfully fulfil the requirements of the question.

**5 = Outstanding -** The response fully addresses the question and evaluation criteria and provides relevant evidence regarding competence, capacity and ability to successfully fulfil the requirements of the question and goes beyondexpectations tooffer an outstanding level of performance or an additional benefit which exceeds specified requirements.

### Scoring Methodology Table C

**0 = Wholly Unsatisfactory** – Non-compliant, fails to address specified requirements sufficiently, successful delivery considered highly unlikely.

**1 = Unsatisfactory** – Does not satisfy all the requirements, gives major concerns around contract performance, successful delivery considered uncertain or unlikely.

**2 = Cause for concern** – Mainly compliant, generally meets the requirements except for minor aspects and shortcomings. Successful delivery considered likely.

**3 = Acceptable** – Satisfies all requirements to at least an average level, successful delivery considered highly probable, no shortcomings apparent.

**4 = Highly Acceptable** – Comfortably satisfies all requirements, negligible risk of failure. Highly competent response. Successful delivery almost assured.

**5 = Outstanding** – Offers an excellent level of performance which exceeds notional requirements; represents industry best practice.

 Section B Declaration

The bidder is to read and confirm agreement to the Section B Declaration – Form of Tender document .

### Commercial Response Evaluation Methodology

The commercial response will be evaluated as follows:

1. Bids will be evaluated on the net price for the entire contract as calculated within the Pricing Matrix for each bidder.
2. For bidders who have opted into the APRS, its net price will be evaluated on the price on the target payment date of day 10 i.e. the bidder’s gross price less the percentage rebate applicable to day 10 for the relevant APRS option chosen by the bidder.
3. For bidders who have not opted into the APRS, its net price will be deemed to be its gross price for the entire contract.
4. The award model will then compare all the net prices submitted for all bids and the bid with the lowest net price will be awarded a commercial score equivalent to the maximum % weighting available for the price element of the bid.
5. All other bid prices will then be compared against the lowest net price and awarded a score on the basis of a pro-rata calculation of the maximum score. Example: Weighting of 70% to Price: the scores awarded would be as follows:-

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Price: 70%** | **Bidder 1** | **Bidder 2** | **Bidder 3** | **Bidder 4** |
| **Tendered Price** | £10,000 | £10,000 | £13000 | £12500 |
| **Rebate at day 10 (based on the rebate option chosen)** | 0.50% | 0% | 2.00% | 1.50% |
| **Net Price** | £9950 | £10,000 | £12,740 | £12,310 |
| **Score** | 70% | 69.65% | 54.67% | 56.58% |
|  |  |  |  |  |
| **Outcome** | Lowest (Best) Price |  £9950 | Highest (Worst) Price |  £12740 |

1. If the successful bidder has opted into the APRS and notifies the Authority that it is no longer able to opt into the APRS prior to contract signature, the Authority will suspend the award and the commercial response of all bids would be re-evaluated to determine if there is any change to the overall award of the bid. If the overall outcome has changed, the Authority will award to the new highest scoring bidder.

### Bidder Feedback

This section provides Bidders with an opportunity to provide feedback or comments regarding the structure or format of this ITT.

We are continuing work to update and improve our standard tender templates and welcome any constructive feedback from Bidders.