

**MID SUSSEX DISTRICT COUNCIL**

**TENDER FOR**

**THE RESURFACING OF CYPRUS ROAD CAR PARK ETC**

**INFORMATION FOR TENDERERS**

**Closing date for tenders: 31st July 2015**

**Contract start date: August 2015**

**CONTENTS**

**Section Heading**

1. Introduction and background

2. The Procurement Process

3. Preparation, Format & Submission of Tenders

4. Guidance Notes and Conditions of Tender

5. Forms to be completed

1. **INTRODUCTION AND BACKGROUND**
	1. The Council is inviting tenders for the following proposed works:-
* Planing and resurfacing of car park areas.
* New thermoplastic line markings.
* Design, supply and installation of new car park lighting
* Replacement of metal height restrictors, timber fencing and metal bollards
* Isolated areas of new concrete kerbing and re-surfacing to paths
	1. The Council is conducting an open process under the local tender route.
	2. The estimated total contract value is £ 140,000.

1.4 The duration of the Contract will be 4 weeks, planned to commence in August 2015.

1.5 The Council intends to let the works to one organisation.

1.6 Mid Sussex District’s attractive natural environment and rich heritage make it highly valued by its residents and a popular tourist destination. The district is consistently ranked highly on quality of life measures. The most recent Halifax Quality of Life Survey 2012, (which ranks how good an area is to live in based on measures such as housing, environment, health and education), put Mid Sussex 15th out of 408 local authority areas in the country. Mid Sussex also benefits from low crime levels and a strong sense of community.

1.8 The Council’s key objectives for this Contract are to undertake the proposed works for best value, to a standard of good quality and within the proposed timeframe to avoid unnecessary disruption to use of the car park.

1. **THE PROCUREMENT PROCESS**
	1. **TENDER DOCUMENTS**

2.1.1 The tender documents consist of:

1. Information for Tenderers (this document)
2. Specification
	1. Preliminaries
	2. Workmanship & Materials
3. Schedule of Works (Price Schedule)
4. Drawings:
	* 1. Ref and Location Plan
		2. Car Park A
		3. Car Park B
		4. Car Park C
	1. Electrical Detailed Specification
	2. UK Power Networks
	3. BT.PNG
	4. Designers Risk Assessment
5. Method Statements

2.1.2 FOI Form, Certificates of Canvassing & Collusion and Form of Tender form part of this document.

2.1.3 The details of these documents and all associated documents are to be treated as private and confidential and for use only in connection with the tender and contract process.

2.1.4 Please note that it is the Tenderer’s responsibility to confirm that they have received and have been able to open all of the documentation stated above upon receipt of this document.

* 1. **PROVISIONAL TENDERING TIMETABLE**

2.2.1 This is the proposed timetable that may be subject to change at the discretion of the council. Tenderers will be advised of any significant changes to this timetable.

|  |  |  |
| --- | --- | --- |
|  | Event | Date |
|  |  |  |
|  | Deadline for receiving questions | 13th July |
|  | **Deadline for receiving Tender responses** | **31st July** |
|  | Evaluations | 14th August |
|  | Provisional Contract Award (10 day standstill) | 24th August |
|  | Contract start date | 31st August |

* 1. **EVALUATION OF TENDERS**

2.3.1 The evaluation will be conducted in accordance with the evaluation criteria given below.

2.3.2 Tenderers should note that regardless of a bid’s overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness likely to impact adversely upon the intended outcome, then grounds will exist to exclude the bid from further consideration.

* 1. **SELECTION & AWARD CRITERIA**
		1. For this particular requirement the Council shall expect the successful supplier to be able to meet the following minimum criteria.
		2. The Council will require you to initially state (self-certify) on the Form of Tender that you comply with the Council’s requirements.
		3. Documentary evidence will be sought from suppliers prior to any formal contract award.

|  |  |
| --- | --- |
|  | Requirement |
| Professional & Business Standing | Confirmation that your organisation has no unspent convictions in any of the areas listed in Appendix B. |
| Financial Requirements | Confirmation that your organisation has a minimum annual turnover of £280,000. |
| Insurance | Confirmation that your organisation holds or will hold (at the time of the contract award) insurance levels to the following values:Public Liability of £10mEmployer’s Liability of £10mProfessional Liability of £1m |
| Technical Capability | Confirmation that your organisation holds the appropriate expertise in this Contract. |

* + 1. Once tenders have been returned, Tenderers will firstly be assessed and selected on the basis of the Most Economically Advantageous Tender (MEAT) – the combination of price and quality- and the Tenderer with the highest score will be deemed the ‘Preferred Bidder’.
		2. The Price / Quality split shall be as follows:

PRICE 60 %

QUALITY 40 %

* + 1. The Council will then contact the Preferred Bidder and confirm whether the information provided by the Tenderer in the Form of Tender is correct, by asking the Tenderer to provide evidence and documentation in support of this. Any Tenderer found not to meet the minimum criteria at this stage will be discounted.

|  |  |  |  |
| --- | --- | --- | --- |
| Stage of process |  | **How it is assessed** | **Scoring method** |
| AWARD | STAGE 1 – COMMERCIAL | Price Schedule – whole life cost basis | 60% |
|  | STAGE 2 –TECHNICAL | Method Statements | 40% |
| SELECTION | STAGE 3 - VERIFICATION | Selection Criteria checklist – preferred bidder only | PASS/ FAIL |

* 1. **PRICE (COMMERCIAL) ASSESSMENT – PRICE SCHEDULE**
		1. The final element of the tender evaluation will be an assessment of the financial submission contained in the Price Schedule.
		2. The financial evaluation will account for 60% of the overall score.
		3. The suppliers who submits the lowest **overall sustainable** price will receive the full 60%.
		4. Other bids will be scored according to their relation to the lowest offer. In this tender, the following formula will be used:

Lowest price tender x 60%

Supplier’s tender

* + 1. Abnormally Low Bids:

Any offer which in the Council’s opinion may be regarded as an Abnormally Low Bid shall be treated in accordance with Regulation 69 of the Public Contracts Regulations 2015.

* 1. **QUALITY (TECHNICAL) ASSESSMENT – METHOD STATEMENTS**
		1. Each method statement has a different weighting which is shown in the right hand column next to the question given.
		2. Each response will be marked as detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **SCORE** | **CLASSIFICATION** | **DEFINITION** |
| 0 | Unacceptable | No response, or totally unacceptable and does not meet the requirement in any way. |
| 1 | Inadequate | Substantially unacceptable and does not meet the Council’s expectations in some significant areas. Response is inconsistent. |
| 2 | Weak | Weak response that does not fully meet the Council’s requirements. Response may be minimal with little or no detail or evidence given to support or demonstrate sufficiency or compliance. |
| 3 | Satisfactory | Response largely meets the requirements in the specification / Council’s requirements and some but patchy or brief evidence is given to support the answers. |
| 4 | Good | Criteria in the specification are met and evidence is provided to support the answers demonstrating sufficiency and compliance.  |
| 5 | Excellent | Exceptional response that inspires confidence, specification is fully met and is robustly and clearly demonstrated. Full evidence as to how the service will be achieved is provided. |

* + 1. **Moderation Meetings**

Individual evaluations will be held by evaluation panel members (from the project team) and following that a ‘Moderation’ meeting is held where the average and individual scores and observations are discussed.

* + 1. The group will come to a consensus, agreeing the strengths and weaknesses of the submissions and agreeing a single, more objective group score if the average of the individual scores is not acceptable to the group.
		2. It is this ‘moderated’ score that is then used as the final score for the Method Statement assessment.
	1. **CONTRACT AWARD AND STANDSTILL PERIOD**

2.7.1 Upon making a contract award decision, the Council will notify all tenderers, both successful and unsuccessful, in writing, of the outcome and will allow for the provision of a 10 day voluntary standstill period.

2.7.2 Upon completion of the standstill period without challenge, the Council will commence the formal contract award procedure with the successful Tenderer/s and undertake debriefing meetings with unsuccessful Tenderers, if requested, as soon as reasonably practicable.

**2.8 SITE VISITS AT COUNCIL AND OTHER PREMISES**

2.8.1 Tenderers are expected to have knowledge of the site which they are tendering for. One way of achieving this is through site visits. These visits can be arranged in advance with the service manager, at the Council’s convenience. Site visits should be arranged as soon as possible after receiving the tender documentation to ensure availability.

2.8.2 The Council reserve the right to visit suppliers’ sites or other customers’ sites during the procurement process.

1. **PREPARATION, FORMAT & SUBMISSION OF TENDERS**

**3.1 COMPLETION AND SUBMISSION OF TENDERS**

3.1.1 **Tenders must be received by: Midday on 17th July 2015**

3.1.2 Tenders submitted after the time and date shown may be rejected by the Council, unless clear evidence of posting (by first class post on a day preceding the closing date) is available. Late tenders despatched other than by post will be automatically rejected.

**3.1.3 Tenders must not be submitted by fax or email.**

3.1.4 Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 90 days from the return date.

3.1.5 In the top left hand corner of your envelope / package write: **Tender for Cyprus Road Car Park** and **Return date Midday on 31st July.** The Tender must be sealed and not bear any mark identifying the name of the Tenderer. (see example below)

3.1.6 Tenderers must submit the following:

One PAPER copy

One ELECTRONIC copy- on disc or USB flash drive

|  |
| --- |
| **TENDER: Tender for Cyprus Road Car Park****TIME / DATE OF RETURN: Midday on 31st July**Solicitor to the Council and Monitoring Officer Mid Sussex District Council Oaklands Road Haywards HeathWest Sussex RH16 1SS |

**3.2 QUESTIONS / CLARIFICATIONS**

3.2.1 All requests for clarification and questions regarding this Invitation to Tender should be submitted as soon as possible in writing by letter or email to:

Name: Darren Haines

Email: Darren.haines@midsussex.gov.uk

3.2.2 All questions will be recorded and forwarded to the appropriate person for a response.

3.2.3 The deadline for submitting questions is 13th July.

3.2.4 The Council will respond to questions by 24th July

**3.3 NOTES FOR COMPLETING THE TENDER**

3.3.7 Paper copies and electronic copies must be identical and the Council reserves the right to reject tenders which are inconsistent between paper and electronic copies.

3.3.8 The Tender must be sealed, and not bear any mark identifying the name of the Tenderer. If courier or other special delivery services are used, Tenderers must ensure that the outside of any additional packaging bears the word ‘TENDER’. Failure to comply with either of these requirements may result in your tender being rejected.

**3.4 NO BID**

3.1.1 If you do not wish to submit an offer, please confirm that you will not be tendering by emailing Darren.haines@midsussex.gov.uk stating your reasons so the Council can use it for improving future processes.

1. **GUIDANCE NOTES AND CONDITIONS OF TENDER**

**4.1 GENERAL**

1. The Tenderer must obtain all the information necessary for making a tender and entering into a Contract and must carefully examine and consider all Tender Documents, and have satisfied himself as to the extent and nature of work and the means to access to the various areas to fulfil the requirements as detailed in the Specification. In submitting a Tender the Tenderer shall be deemed to have read and understood all of the Tender Documents.
2. Tenderers should consider only the information contained within this Invitation to Tender or associated Tender Documents when making their offer.
3. Information supplied by the Council (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Council cannot accept responsibility for any inaccurate information obtained by Tenderers.
4. Tenders must be written in English and remain open for acceptance for a period of 90 days. A tender valid for a shorter time may be rejected.
5. The council will not be liable for any costs incurred in the preparation or submission of tenders, or for those which arise out of any site visit, clarification meetings or presentations requested by the Council.
6. By submitting a tender you are also agreeing for any information supplied by you to be made available to any regulatory body.

**4.2 REPRESENTATIONS**

4.2.1 Any representations made by the Council officers or contractors that appear to change materially any portion of the tender shall not be relied upon unless ratified by a written amendment to the Council.

**4.3 DISQUALIFICATIONS**

1. Any tenderer who directly or indirectly canvasses any Council Members or Officers or Council Representatives concerning the award of the contract for the provision of works for Cyprus Road Car Park or who directly or indirectly obtains or attempts to obtain information from such Member, Official, Representative or any of our employees concerning any other Tender is likely to be disqualified.
2. All information supplied by us in or in connection with this Invitation to Tender shall be regarded as confidential to us and must not be disclosed to a third party without express permission in writing. Unauthorised disclosure will disqualify both you and those to whom you have passed the information.
3. Any tenderer who:
4. Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangement with any other person; or
5. Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance) ; or
6. Enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
7. Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having cause to be done in relation to any other Tender or proposed Tender for the Works any act of omission, will, (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

**4.5 FREEDOM OF INFORMATION ACT**

1. Under the Freedom of Information Act 2000, members of the public or any interested party may make a request for information to the Council in respect of any part of the provision of these services.
2. If any information in this tender submission is considered commercially sensitive or is a trade secret, the onus is on the Tenderer to ensure that this information has been clearly identified to the Council. In order that the Council may give due consideration applicants should use the ‘Exemption to Freedom of Information Act Form’ provided to identify any information contained in their tender submission regarded by them as commercially sensitive information and / or a trade secret.
3. Notwithstanding the provision made in (ii), the Council may still have to disclose requests for certain information if it is considered to be in the public interest. In such cases the Council will advise the Tenderer beforehand.
4. To confirm the above paragraph, the Council confirms that data will be published on the Council’s website in accordance with the Local Government Transparency Code which makes it an essential part of business for public sector bodies to release, on the Council website, details of all items of expenditure and all contracts above £500. The information provided excludes VAT and payments to individuals such as council tax refunds, benefits payments and other non-invoice related payments. The data is updated monthly.

**4.6 ACCEPTANCE OF TENDER**

4.6.1 The Council does not bind itself to accept offer resulting from this Invitation to Tender but reserves the right to accept all or part of an offer.

4.6.2 Tenderers should note that no volume or value is guaranteed when entering into a contract with the awarded organisation.

* + 1. The Council does not bind itself to accept the lowest or any tender.

**4.4 FORMAT OF PROPOSALS**

4.4.1 Tenderers should ensure that ALL schedules and documents are completed and all requested information is provided.

4.4.2 The Form of Tender document require a signature and must be printed out, completed and signed in ink and;

1. where the Tenderer is an individual, by that individual;
2. where the Tenderer is a partnership, by two duly authorised partners;
3. where the Tenderer is a company, by two directors or by a director and the secretary of that company, such persons being duly authorised for that purpose.
4. where the Tenderer is a company, by director who is also the secretary of the company, such person being duly authorised for that purpose.
5. **APPENDICES**

Appendix A: Form of Tender

Appendix B: Details of Mandatory and Discretionary Exclusions

**APPENDIX A**

**MID SUSSEX DISTRICT COUNCIL**

**TENDER FOR CYPRUS ROAD CAR PARK**

## FORM OF TENDER

1. We hereby tender and agree to carry out all work required in complete accordance with the specification and in accordance with terms and conditions contained therein for the sums in the price schedule exclusive of V. A. T.
2. We hereby declare that we are not parties to any scheme or arrangement under which:-

(a) The amount of our tender is communicated to any other person or body before the contract is let;

(b) Any other tenderer for the contract is reimbursed any part of his, her or their tendering costs;

(c) Our tender prices are adjusted by reference either directly or indirectly to the price submitted by any other tenderer for the contract,

and we understand that any contract which we may enter into with the Council for which we are tendering may contain a clause in these terms.

1. We understand that a written contract will be entered into with the Council.
2. We understand that the Council is not bound to accept the lowest or any tender received.
3. We confirm that we have submitted the following documents as part of our bid and that we meet the Council’s financial, insurance and professional requirements described at 2.4.3 in the Information for Tenderers document.
4. **TENDER DOCUMENTATION**

|  |  |  |  |
| --- | --- | --- | --- |
| Selection Process | **Requirement** | **Confirmed** |  |
| Professional & Business Standing | Confirmation that your organisation has no unspent convictions or relevant events in any of the areas listed in the mandatory and discretionary exclusions contained in Appendix B. |  |  |
| Financial Requirements | Confirmation that your organisation has a minimum annual turnover of £280,000. |  |  |
| Insurance | Confirmation that your organisation holds or will hold (at the time of the contract award) insurance levels to the following values:Public Liability of £10mEmployer’s Liability of £10mProfessional Liability of £1m |  |  |
| Technical Capability | Confirmation that your organisation holds the appropriate expertise in the provision of the services / supply of the goods. |  |  |
| Tender Process | **Requirement** | **Read and understood** | **Returned** |
| Document 1 Information for Tenderers document | Confirmation that you have received, read and understood all of the information contained in this document. |  | N/A |
| Exemptions to the Freedom of Information Act Form | Confirmation that you have received, read and understood and completed the Exemption to FOI Form. |  |  |
| Document 2 Specification | Confirmation that you have received, read and understood all of the information contained in this documentation.  |  | N/A |
| Document 3 Price Schedule | Confirmation that you have received and completed the pricing in the documentation. Confirmation that you have checked the figures for any arithmetical errors. |  |  |
| Document 4 Method Statements | Confirmation that you have received, read and completed your method statements in the document provided. |  |  |

1. **EXEMPTIONS TO THE FREEDOM OF INFORMATION ACT**

We declare that we wish the information below to be considered as Exemptions to the Freedom of Information Act, to apply with regard to the following information within the application document:

|  |  |
| --- | --- |
| Question Number | Description of Information |
|  |  |
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|  |  |
|  |  |
|  |  |
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1. **CONFIRMATION OF NON COLLUSIVE TENDERING**

The essence of the public procurement process is that the Council shall receive bona fide competitive bids from all Bidders. In recognition of this principle, we certify that this is a bona fide bid, intended to be competitive and that we have not fixed or adjusted the amount of the bid or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

We also certify that we have not done and undertake that we will not do at any time any of the following acts:

1. communicate to a party other than the Council the amount or approximate amount of my/our proposed bid (other than in confidence in order to obtain quotations necessary for the preparation of the bid for insurance),
2. enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any bid to be submitted, or
3. offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other bid or the proposed bid.
4. **CONFIRMATION OF NO CANVASSING**

We hereby certify that we have not canvassed any member, employee, agent or contractor of the Council in connection with the award of the contract for the project or any other proposed contract for the supply of the Services and that no person employed by us or acting on my/our behalf has done any such act.

We further hereby undertake that we will not in the future canvass or solicit any member, employee, agent or contractor of the Council in connection with the award of the contract for the project or any proposed contract for the supply of the Services and that no person employed by us or acting on our behalf will do any such act.

|  |  |
| --- | --- |
| Signed: |  |
| Name: |  |
| Position (Sole Proprietor / Director / Partner) duly authorised to sign: |  |
| Date: |  |
| Organisation Name: |  |
| Trading Name: |  |
| Address: |  |
| Organisation Legal Structure: |  |
| VAT Number |  |
| Company Reg No: |  |

**APPENDIX B**

**MANDATORY EXCLUSIONS – Requirements of Regulation 57 of the Public Contracts Regulations 2015 (SI 2015 No. 102)**

As part of the selection process we are legally required to confirm that you or your organisation has not been convicted of any offences listed below.

If you have been convicted, this does not mean that you will automatically be excluded from tendering with the Council but it means that we will need further information from you to determine whether you have done enough to put things right. This process is called ‘self- cleaning’.

Any exclusions apply for a five year period starting with the date of conviction and the Council may exclude a supplier, once aware of that conviction, at any point during the procurement process.

**Your organisation or Director / Partner / Proprietor / Trustee has/ have not been convicted of any of the following:**

1. **conspiracy**

Conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime.

1. **corruption**

Corruption within the meaning of section 1 (2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906.

1. **the common law offence of bribery**

The common law offence of bribery.

1. **bribery**

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983.

1. **fraud**

Where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: -

1. the common law offence of cheating the Revenue;
2. the common law offence of conspiracy to defraud;
3. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
4. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
5. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
6. an offence in connection with taxation in the European Union within the meaning of section 71 in the Criminal Justice Act 1993;
7. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969.
8. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
9. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act.
10. **terrorism**

any offence listed-

1. in section 41 of the Counter Terrorism Act 2008; or
2. in Schedule 2 of that Act where the court has determined that there is a terrorist connection;
3. **terrorism under Serious Crime Act**

any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);

1. **money laundering**

money laundering within the meaning of sections 340 (1) and 415 of the Proceeds of Crime Act 2002.

1. **criminal conduct**

an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996.

1. **offences under the Asylum and Immigration Act**

an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004.

1. **sexual offences**

an offence under section 59A of the Sexual Offences Act 2003.

1. **offences under the Coroners and Justice Act**

an offence under section 71 of the Coroners and Justice Act 2009.

1. **drug trafficking**

an offence in connection with the proceeds of drug trafficking within the meaning of section 49,50 or 51 of the Drug Trafficking Act 1994; or

1. **any offence that is covered by Article 57 of the Public Contracts Directive at the time the tender is submitted**

any other offence within the meaning of Article 57 (1) of the Public Contracts Directive –

1. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
2. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

**DISCRETIONARY EXCLUSIONS – Under Regulation 57 of the Public Contracts Regulations 2015 (SI 2015 No. 102)**

The Council reserves the right to exclude suppliers from the discretionary exclusions listed below.

By being involved in the following situations does not mean that you will automatically be excluded from tendering with the Council but it means that we will need further information from you to determine whether you have done enough to put things right. This process is called ‘self- cleaning’.

Any exclusions under this section apply for a three year period starting with the date of the ‘relevant event’ and the Council may exclude a supplier, once aware of that event, at any time during a procurement procedure whether the event was committed or omitted either before or during the procedure.

1. **Non-compliance in environmental, social or labour law**

The Council can demonstrate, by any appropriate means, non-compliance of obligations in the fields of environmental, social and labour law as stated at 56(2) of the Directives.

1. **Bankrupcy, insolvency or winding-up proceedings**

Supplier is bankrupt or the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or a comparable situation under the laws and regulations of any other European country under the Directives.

1. **Professional misconduct**

Where the Council can demonstrate, by appropriate means, that the supplier is guilty of grave professional misconduct which renders its integrity questionable.

1. **Collusion with other suppliers**

Where the Council has sufficiently plausible indications to conclude that the supplier has entered into agreements with other suppliers aimed at distorting competition.

1. **Conflict of interest**

Where a conflict of interest (under Regulation 24) cannot be effectively remedied by other, less intrusive, measures.

1. **Excessive involvement in preparation of procurement by supplier**
2. Where a distortion of competition from the prior involvement of the supplier in the preparation of the procurement procedure (referred to in Regulation 41) cannot be remedied by other, less intrusive, means.
3. **Previous poor performance leading to sanctions placed**

Where the supplier has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

1. **Misrepresentation or withholding or not supplying required documentation**

Where the supplier has:

1. been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria

or

1. has withheld such information or is not able to submit supporting documents where necessary to ensure the proper conduct of the procedure.
2. **Attempts to influence the procurement process**

Where the supplier has:

1. undertaken to unduly influence the Council’s decision-making process

or

1. undertaken to obtain confidential information that may confer upon it undue advantages in the procurement procedure or
2. negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.