

Document 1

INVITATION TO TENDER

Contract for the Provision of Highway Drainage Maintenance Services

13 August 2024



Forward

Document History

Version	Procedure	Drafted	Checked	Published
1.0	Open FTS	PS	DR	DR

Key Information

Tender Queries	All queries relating to this tender pack must be made via the secure correspondence feature of the E-Sourcing Portal.
E-Sourcing Portal Technical Queries	All technical queries regarding use of the E-Sourcing portal should be directed to the following helpdesk: ☎ 029 2279 0052 ✉ support@atamis.co.uk
Submission Instructions	Tenders must be submitted via the E-Sourcing Portal. Full instructions are available here ¹ .
Further Information	Further information on West Sussex County Council can be found here .

Please note bidders will be required to request temporary access to our Sharepoint365 website to enable access to the Data Room. Requests for Sharepoint365 access should be addressed to neil.hewitt@westsussex.gov.uk

Indicative Timetable

Invitation to Tender (ITT) Published	13 August 2024
Deadline for Bidders to submit Clarification Questions (CQs)	13 September 2024
Deadline for WSCC to respond to Bidder CQs	20 September 2024
Tender Submission Deadline	17 October 2024
Evaluation Process Complete	29 November 2024
Notification of Intention to Award	17 December 2024
Standstill 'Alcatel' Period Starts	18 December 2024
Standstill 'Alcatel' Period Ends	30 December 2024
Provisional Award Date	2 January 2025
Mobilisation Period Starts	6 January 2025
Contract Commencement Date	1 April 2025
Service Commencement Date	1 April 2025
Contract End Date	31 March 2032

All dates in the above timetable are provisional only and WSCC may vary the timetable or terminate the Tender Process at its sole discretion. All bidders will be notified of any relevant changes to the timetable as soon as reasonably possible.

¹ https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf

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1. Tender Pack

No.	Title	Notes
01	Invitation to Tender	Document outlining the: requirement, tender process, evaluation methodology and award process
01a	Conditions of Tender	Online document available here ²
02	Specification	Detailed statement of WSCC's requirements
03.1	Contract Terms and Conditions	Documents describing the Terms and Conditions that will apply to the Term Service Contract
03.2	Term Service Contract - Contract Data Part 1	
03.3	Contract Data Part 2	Template provided for completion and submission by the Bidder at Tender
04	Standard Selection Questionnaire (SSQ)	Mandatory questionnaire. Complete and submit with your response.
05	Technical Response	Mandatory questionnaires. Complete and submit the templates where provided and other submission information in line with instructions.
06	Commercial Response: Pricing Schedule	Mandatory commercial response documents. Complete and submit the templates where provided and other submission information in line with instructions contained within the Pricing Schedule.
07	Commercial Response: Supplier Advantage Initiative (SAI)	Mandatory questionnaire. Complete and submit with your response.
08	NOT USED	
09	Health and Safety Questionnaire	Mandatory questionnaire. Complete and submit with your response.
10	Confidentiality Agreement	The document you must sign and return to receive confidential information in relation to this procurement (in particular the TUPE information contained in Document 11) and to access the Data Room. <i>NB: This document must be returned prior to the tender deadline and not as part of your submission.</i>
11	Incumbent Contractor Staffing Information	To assist in submitting a TUPE compliant bid <i>This document is not automatically available but will be provided in the Data Room on completion and return of Document 10.</i>
15	WSCC TUPE Code of Practice	For information only

² <https://www.westsussex.gov.uk/business-and-consumers/supplying-wsc-cc-with-goods-or-services/tendering-opportunities/>

2. Introduction

Outline Scope

A Term Service Contract for the provision of Highway Drainage Maintenance Services is being tendered by West Sussex County Council (WSCC) in accordance with the Public Contracts Regulations 2015 (PCR 2015).

For the purposes of this procurement exercise, the term Works or Services is used to describe the full range of Works or Services required. A summary of the Requirement is given below.

- The appointment of a Single Supply Contractor to provide Highway Drainage Maintenance Services across the county of West Sussex, incorporating:
 - Cyclical Gully and Chamber Cleansing
 - Annual Reactive Jetting and CCTV
 - Small Scale Reactive Drainage Works
 - Small Scale Reactive Ironworks
 - Ditching Works
 - Stakeholder engagement and communications support

Please see **Document 2: Specification** for further details. WSCC reserves the right to propose non-material changes to the Specification, if necessary, through consultation with the successful Bidder.

Existing Contractual Arrangements

The existing Term Service Contract expires on 31 March 2025.

Contract Value

The estimated first year annual value of the Services under the Contract is £5.5million. The estimated total value of the Contract is £101.64million over a potential 14-year term.

The contract will include, as a minimum, delivery of mandatory statutory services. However, no guarantee or commitment can be given regarding the initial and future value additional elective services arising from the Contract which is subject to annual budgetary review and is impacted by annual funding fluctuations.

The current provisional works value is as follows:

Financial Year 2025/2026: £5.5million

Financial Year 2026/2027: £5.7million

Contract Term

It is anticipated that the Term Service Contract will be awarded for an initial term of seven years from the Contract Commencement Date, 1st April 2025.

Extensions to the initial term of up to a further three years may be awarded based upon evaluation of the contractor's performance.

Rights of Other Bodies to Participate

The Contract is for the use of WSCC and the following partner authorities:

- The District and Borough Councils of West Sussex
- The Town Councils of West Sussex
- The Parish Councils of West Sussex

3. Tender

Procurement Process

WSCC will follow a clear and transparent procurement process to ensure that all Bidders are treated equally and fairly. This procurement process will be conducted using the Open procedure and in compliance with PCR 2015.

WSCC reserves its right at any time to terminate the procurement process for any reason and to decide in its absolute discretion whether it will enter any contractual arrangements at the termination of this procurement process. In responding to this ITT or otherwise engaging in the procurement process, Bidders accept that their participation in the procurement process is entirely at their own risk and cost in full knowledge of WSCC's right at any time and for any reason to terminate the procurement with or without the award of a contract.

WSCC shall bear no liability whatsoever for the outcome of this procurement process, whether withdrawn or altered or recommenced, including any loss of bidding costs, loss of profits or economic loss incurred by a Bidder or by any other person arising out of or in connection with the conduct of this procurement procedure.

Tender Requirements

WSCC reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the procurement documents. All such further documentation that may be issued shall be deemed to form part of the procurement documents and shall supplement and / or supersede any part of the relevant procurement document(s) to the extent indicated.

Bidders must obtain for themselves at their own expense all information necessary for the preparation of their tender submission.

Under the Contract, WSCC requires compliance with its policies. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their tender submission.

The tender submission must be received in accordance with the relevant instructions no later than the tender submission Deadline. Tender submissions received after the tender submission Deadline will not be considered unless it can be proven beyond doubt that not meeting the deadline was beyond the Bidder's control.

Only one tender submission is permitted from each bidder. If more than one tender submission is submitted by a bidder, the tender submission with the latest time of submission (prior to the tender submission deadline) will be evaluated and the other(s) disregarded.

The information supplied by the Bidder will be checked for completeness and compliance before tender submissions are evaluated.

Tenders must be completed in the English language.

Delivery of a notice to withdraw a tender submission must be submitted to WSCC via the correspondence tool on the e-Sourcing Portal. Upon receipt of such a notice, WSCC shall have seven (7) days within which to accept the tender submission (not including the day of service) or the tender submission will be deemed to have been withdrawn. In any event, Bidders shall not withdraw their tender submission except in the manner provided above.

Any signatures (on any procurement documents including the Contract) must be made by a person who is authorised to commit the Bidder to the obligations referred to therein.

Information supplied to the Bidders as part of this Procurement is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained herein and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by WSCC and its advisers. Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for loss or damage of whatever kind or howsoever caused, arising from the use by Bidders of such information. Some of the data in the procurement documents has been supplied by the existing supplier and may not have been validated by WSCC.

Any Bidder, employee of the Bidder, or consultant acting on behalf of the Bidder who is known to any Councillor, officer or representative acting on behalf of WSCC concerning this Procurement or Contract must declare the names of the persons and their relationship in the tender submission.

WSCC reserves the right to cancel the Procurement at any point. WSCC is not liable for any costs resulting from any cancellation of this Procurement or for any other costs incurred by any Bidder(s).

All Bidders are deemed to understand fully the processes that WSCC is required to follow under relevant UK legislation, particularly in relation to the PCR 2015.

For further information, please see [WSCC Conditions of Tender](#)³.

Contract Terms and Conditions

Please see **Document 3: Contract Terms and Conditions**.

The Contract is not open for negotiation and by submitting a tender response, Bidders are agreeing to be bound by the Conditions of Tender and the Contract Terms and Conditions without further negotiation or amendment. Tenders must be submitted on the basis that the Contract Terms and Conditions are accepted.

If you have a query regarding the Contract, please submit a clarification in accordance with the [guidance on Clarifications Questions outlined here](#). WSCC will consider whether any amendments are required. Where the amendment is acceptable, WSCC will publish a clarification response to all Bidders via the e-sourcing portal and, if required will issue a revised contract incorporating the amendment(s).

Any amendments agreed shall be published through the Clarification Log and shall apply to all Bidders. Any amendments which are proposed by Bidders, but not approved by WSCC through

³ <https://www.westsussex.gov.uk/business-and-consumers/supplying-wsccl-with-goods-or-services/tendering-opportunities/>

this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Bidder's Tender. The successful Bidders' own terms of business will not be accepted in lieu of or in addition to the Contract Terms and Conditions.

Submission of Tenders

Tenders must be submitted via the e-Sourcing Portal. All technical queries regarding use of the e-Sourcing Portal should be directed to the [helpdesk](#).

If a Bidder considers it is unable to submit its tender submission through the e-Sourcing Portal or requires assistance or further information to be able to use the e-Sourcing Portal, the Bidder must contact WSCC via the messaging tool of the e-Sourcing Portal no later than four (4) calendar days before the tender submission Deadline to enable any technical queries to be investigated and resolved prior to the tender submission Deadline.

No information contained in this ITT, any Procurement Documents or in any communication made between WSCC and any Bidder in connection with this Procurement shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Procurement. WSCC reserves the right, subject to the appropriate Procurement Regulations, to change without notice the basis of, or the procedures for, this Procurement or to terminate this Procurement at any time. Under no circumstances shall WSCC incur any liability in respect of this Procurement or any supporting documentation.

Canvassing and Anti-Bribery

Direct or indirect canvassing of any Councillor, public sector employee or agent by any Bidder concerning this Procurement, or any attempt to procure information from any Councillor, public sector employee or agent concerning this Procurement including offering or giving any gratuity, bonus, discount or bribe of any sort may result in the disqualification of the relevant Bidder from this Procurement, and to hold the bidder liable for any resulting loss and damage.

Tender Validity

The tender submission (including price) must remain valid for a minimum period of one hundred and twenty (120) days (tender validity period). Prior to expiry of the original tender validity period, WSCC may request a specified extension of the period of validity from the Bidder. A Bidder may refuse such request but if it agrees it will not be required nor permitted to modify its tender.

Variants

Variant Tender Submissions will not be accepted.

Caveated Tenders

Tenders that are evasive, unclear, hedged, caveated, contain qualifications, or submitted subject to a Bidder's own internal company or trustee board approval may, at WSCC's discretion, be taken as a rejection by the bidder of the terms set out in this ITT and the Bidder's tender be rejected as non-compliant. WSCC reserves the right to invite any Bidder who submits a qualified tender submission to remove such qualifications entirely prior to disqualification.

Abnormally Low Tenders

WSCC maintains the right to clarify any tenders that it considers abnormally low. Following clarification, WSCC maintains the right, in its absolute discretion to reject any tender that is priced at such a level that the Council considers itself unable to rely upon the contract being properly performed.

Pricing Schedule and Contract Price

Bidders must complete Document 06: Pricing Schedule setting out the full costs of delivering Works and Services for the duration of the Contract. All Prices shall be stated in pounds sterling and exclusive of Value Added Tax. Bidders must also ensure that they have read and understood any specific instructions within the Document 06: Pricing Schedule.

Any additional costs not stated in the Pricing Schedule will not be accepted unless prior written approval is received from the Contract Manager and such amendments are permitted under the PCR 2015.

Bidders must not make any changes or amendments to any formulas within the Pricing Schedule. Any unauthorised changes may lead to the tender submission being rejected. Any errors or omissions identified should be notified to WSCC during the ITT clarification period.

WSCC requires bidders to ensure that any sub-contractors to the Bidder should be offered equivalent or better terms of payment to those set out in the Contract.

The Bidder's tendered price, as submitted in the Pricing Schedule, shall be fixed for the term of the Contract. No variations to the Contract Price shall be implemented without written acceptance of such variations by WSCC. Changes to the Contract Price will only be accepted by WSCC where the Contract includes provision for review of the Contract Price and shall become effective only once agreed and accepted in writing by WSCC's authorised officer.

Social Value

Delivering Social Value is about embracing a culture of civic leadership and delivering additional value to WSCC, its residents and the local economy over and above the core requirements or outcomes outlined in the Specification. WSCC is actively seeking partners who share this commitment to social value and who are willing to work proactively to deliver Social Value within the local area.

Social Value proposals made as part of a Bidder's tender submission will form a contractual commitment, and where appropriate; included as one of the Key Performance Indicators and will be monitored during the Contract Period. Bidders should therefore ensure that commitments made within their tender submission are within their capacity and capability to deliver.

Where offered, social value must be measurable and in addition to fulfilling the Services set out in the Specification and must be created as a result of winning this contract rather than social value that would be delivered by the bidder as part of the 'nature of the contract'. For the avoidance of doubt, delivery of Social Value measures should not be included in the cost of delivering the Services.

Where appropriate, Social Value will be allocated a percentage of the award criteria, based on the additional value the bidder commits and will be assessed as set out within the Evaluation Criteria.

For more information, please see the [WSCC Social Value Framework](#).

Clarification Questions

This Procurement and all Procurement Documents are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that all tender clarifications relating to content of the procurement documents should be made via the secure messaging service within the e-Sourcing Portal.

All communication with WSCC in relation to this procurement must be made by the Bidder's representative, quoting in the message heading the specific section and question number for which the Bidder requires information or clarification.

Bidders may seek clarification of any aspect of this by submitting written tender clarifications via the e-Sourcing Portal prior to the clarification deadline. WSCC will endeavour to answer all tender clarifications as quickly as possible but cannot guarantee a minimum response time.

To ensure equality of treatment of bidders, WSCC intends to publish anonymised tender clarifications raised by Bidders together with WSCC's responses to all bidders on a regular basis.

If a Bidder considers that their tender clarification is commercially sensitive or otherwise subject to requirements of confidentiality, Bidder's must clearly mark the tender clarifications as such and provide reasons for this. Any such marking shall not be determinative and WSCC shall be entitled in its absolute discretion to determine whether such tender clarifications should be published to all Bidders to ensure compliance with the requirements of equal treatment and transparency.

In the event that WSCC disagrees with a Bidder on the commercial confidentiality of the question, they will seek confirmation from the Bidder if they wish to proceed with an anonymised response to all, or whether they wish to withdraw the question.

4. Evaluation

Overview

This is a PCR 2015 Open Tender Process. The evaluation process includes three stages:

- Stage 1: Compliance Check
- Stage 2: Selection Criteria (Standard Selection Questionnaire)
- Stage 3: Award Criteria (Technical Response and Commercial Response).

WSCC may (but is not obliged to) seek clarification(s) from Bidders to assist its understanding of the Bidder's tender and where necessary for the purpose of conducting a fair evaluation. All correspondence will be via the e-sourcing portal

Stage 1: Compliance Check

WSCC will assess each tender response to ensure compliance and completeness in accordance with the requirements set out in the tender pack. Clarification may be sought from Bidders to determine if a tender response is complete and compliant. Tender responses that are not completed fully or in compliance with the requirements set out in the tender pack may be rejected at this stage without further evaluation. All Bidders that pass the Compliance Check will proceed to Stage 2: Selection Criteria.

Stage 2: Selection Criteria (Standard Selection Questionnaire) (SSQ) Bidders must complete the Standard Selection Questionnaire (SSQ) in accordance with the instructions given within the SSQ document. WSCC may disqualify from this procurement any Bidder who:

- Does not provide a satisfactory response to any questions in this section or inadequately or incorrectly completes any question.
- Does not submit its completed tender submission before the tender submission deadline.
- Has been named or is going to be named (with its agreement) as a sub-contractor on another Bidder's tender submission.
- Is already aware that a tender submission has been received from another member of the same group of companies; or is a member of a consortium or partnership which submits another submission; or
- By virtue of Regulation 57 (exclusion grounds) of the PCR 2015 must (mandatory exclusion grounds) or may (discretionary exclusions grounds) be excluded from participation in this Procurement.

Bidders who are not disqualified from further participation in the Procurement process on any of the above grounds shall be evaluated on the selection criteria listed below in accordance with Regulations 57-58 of PCR 2015 (as amended). WSCC may seek independent financial and market advice to validate information declared in any Bidder's tender submission or to assist in the evaluation process.

Selection Criteria

Criteria	Notes	Assessment Method
Part 1: General Information		
Organisation Details	Bidders are asked to provide information about their organisation	For information only
Bidding Model	Bidders are asked to provide information about their organisation's proposed bidding model	For information only
Declaration and Contact Details	Bidders will declare that all information provided in this tender response is correct and give the contact details for the person responsible for this tender response.	Pass / Fail <i>A Fail will be awarded where bidders do not declare that all information provided in this tender response is correct and give the contact details for the person responsible for this tender response.</i>
Part 2: Exclusion Grounds		
Your organisation is eligible if none of the mandatory or discretionary exclusion grounds for rejecting a potential bidder under Regulation 57 of the 2015 Regulations are applicable or may become applicable, to your company or any parent company. In some circumstances WSCC is required by law to exclude you from participating further in a procurement if there are grounds for mandatory rejection.		Pass / Fail <i>A Fail will be awarded where the bidder indicates that any of the Exclusion Criteria apply and, where allowable, the bidder does not indicate that self-cleaning has been undertaken.</i>
Part 3: Additional Questions		
Financial Standing	Bidders will need to demonstrate that they meet WSCC's minimum standards of economic and financial standing. Details of how WSCC will assess a bidder's financial standing are set out in this ITT.	Pass / Fail <i>A Fail will be awarded in accordance with the methodology Financial Standing Methodology set out in Document 01: Invitation to Tender</i>
Insurance	Bidders will be required to have, or agree to take out should they be successful the following minimum levels of Insurance per delegated authority: Public Liability Insurance: £10 million Employer's Liability Insurance: £5 million Professional Indemnity Insurance: £2 million	Pass / Fail <i>A Fail will be awarded where a bidder indicates they do not have and will not obtain one or more of the insurances specified</i>
Health and Safety	Bidders are required to complete the West Sussex Health and Safety Questionnaire (Document 9).	Pass / Fail Fail criteria are set out in the Health and Safety Questionnaire itself.
Confirmations	Bidders must confirm that they have read, understand, and accept the information contained in the Invitation to tender (ITT) Document 01 and supporting documents, including Conditions of tender	Pass / Fail <i>A Fail will be awarded where the bidder does not confirm they have read, understand and accept the information contained in the Invitation to tender (ITT) Document 01 and supporting documents, including Conditions of tender</i>

	Bidders must confirm that they have read, understand, and accept the Terms and Conditions of the Contract in Document 03.	Pass / Fail A Fail will be awarded where the bidder does not confirm they have read, understand, and accept the Terms and Conditions of Contract in Document 03.
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Please note: All mandatory questions need to be answered even if they are not relevant to the Bidder's organisation. Please insert 'N/A' if this is the case, otherwise the relevant document will be deemed incomplete.

Economic and Financial Standing Scoring Criteria

Financial standing will be assessed broadly in line with the recommendations set out by the Cabinet Office. In performing the economic and financial standing assessment WSCC will consider, but not be limited to considering, turnover, profitability, cash flow, solvency, strength of balance sheet and asset cover level. To support this assessment WSCC may seek reference to other independent reports and information such as credit reference agency reports. WSCC reserves the right to take up any references supplied.

Other publicly available information about the bidder, such as (but not limited to) information available from a credit checking site or agency, Companies House and/or media outlets, may also be used by WSCC as part of its verification of bidders self-certified scores or alternative evidence.

The methods and criteria against which bidders will be assessed by WSCC to determine whether they possess the necessary level of economic and financial standing to perform the contract are set out below.

The following financial ratio analysis will be conducted using the last 2 year's accounts where possible.

- Cash / Current Assets > 0.05
- Current Assets / Current Liabilities > 0.25
- Net Assets + Long Term Liabilities – Intangible Assets > 0
- $2 \times (\text{Current Year Shareholders funds} - \text{Previous Year Shareholders Funds}) + \text{Net Assets} > 0$
- Turnover / (Current Assets – Cash) > 2

Following completion of the above-mentioned financial ratio analysis, if a bidder receives a:

- PASS on all ratios, the bidder will receive a PASS for this question.
- FAIL on one ratio, the bidder will receive a PASS for this question.
- FAIL on two or three ratios, then WSCC will undertake a further economic and financial standing risk assessment, using an independent report from a credit reference agency (Creditsafe).
 - If the financial risk score for the bidder's organisation from this report is 30 or more then the bidder will receive a PASS for this question.
 - If the bidder does not have a score more than 30 then the bidder will FAIL this question and be excluded from the procurement, unless the bidder provides a guarantor whose level of financial risk is acceptable.

- FAIL on four or five ratios the bidder will FAIL, this question and will be excluded from the procurement process unless the bidder can provide a guarantor whose level of financial risk is acceptable.

The above financial assessments will be repeated on any guarantor nominated under this question. Therefore, the guarantor will only be acceptable if either it would have passed all the ratios itself or if it failed on two or three ratios only, would have passed the credit rating with a report score of 30 or more. A guarantor who fails on four or more ratios will not be an acceptable guarantor under this question.

If the Bidder cannot provide a guarantor whose level of financial risk is acceptable or cannot provide a guarantor where required to do so, the bidder will FAIL this question and the tender will be excluded.

WSCC reserves the right to take up any references supplied and to send post-tender clarification questions to the bidders in respect of any information provided by and/or publicly available information.

Failure by the Bidders to provide information requested and/or respond to any clarification questions from WSCC by the deadlines given may result in exclusion from this procurement.

Following any verifications and / or clarification responses, if WSCC concludes that the Bidder does not meet the necessary economic and financial standing to perform the contract, WSCC reserves the right to award the contract to next highest ranked compliant bidder.

Stage 3 Award Criteria: Technical Response

The technical response will be evaluated out of 100%. This is split into sub-criteria as detailed in the table below. Each of sub-criterion has a weighting (expressed as a percentage) indicating its relative importance to the Council.

The Quality element of this tender will be assessed using your responses to **Document 05: Technical Response Questions (TRQs)**. Weightings for each question, minimum scores (if applicable), and response word limits are shown below.

Responses exceeding the prescribed page limit will only be evaluated up to the stated page count. Each question has a page limit indicated in the response template.

Responses for Social Value questions exceeding the prescribed word limit will only be evaluated up to the stated word count. Each question has a word limit indicated in the response template.

Only where a Bidder achieves an evaluated and moderated minimum score of 70/100 for the Quality Assessment shall that Bidders Pricing Schedule be considered.

Any Bidder falling below the Quality Assessment threshold of 70/100 will be disqualified.

Highway Drainage Maintenance Services

Technical Submission Criteria		Page Limit	Tender Weighting
1.	Delivering the Service (incl. case studies)	11	20%
2.	Method Statements	each	15%
3.	Collaboration, Innovation, Technology and Efficiency (incl. case studies)	9	15%
4.	Resilience and Agility (incl. case studies)	9	15%
5.	Managing Performance (incl. case studies)	9	15%
6.	Social Value and Sustainability (incl. case studies as indicated)	Words per response within form	20%
	Total		100%

Technical Response: Scoring Criteria

Bidder responses to Document 05: Technical Response , will be scored using the following criteria for general methodology questions. Regarding Question 6: Social Value and Sustainability, in order for this response to be considered compliant, Bidders are required to complete ALL the blue shaded cells in the response document. Cells marked with * identify the evaluated measure which will be scored using the scoring criteria set out below.

Score	Classification	Definition
0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the solution/submission is totally un-assessable and/or incomprehensible.
1	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the bidder will be able to provide the services and/or considerable reservations as to the bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high-risk solution for WSCC.
2	Partially acceptable response (one or more areas of major weakness)	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the bidder will be able to provide the services and/or some reservations as to the bidder's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high-risk solution for WSCC.
3	Satisfactory and acceptable response (substantial compliance with no major concerns)	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk solution to WSCC.
4	Fully satisfactory /very good response (fully compliant with requirements).	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low risk solution for WSCC.
5	Outstanding response (fully compliant, with added value)	Exceptional response that inspires confidence. WSCC's requirements and criteria / Specification are fully met, and this robustly and clearly demonstrated and evidenced. Full evidence as to how the requirements will be achieved is provided. Response may also identify factors that will offer potential added value, and with evidence to support this. Low/No risk solution for WSCC.

Any Bidder who achieves an 'Unacceptable' score of '0' or an 'Unsatisfactory' score of '1' for any of the MSQs will be deemed to have failed to meet WSCCs' minimum acceptable standards for the Contract and will be disqualified from this Procurement. Any tender submission disqualified on this basis will not be evaluated further and will not be considered for Contract award.

Technical Response: Moderation

Each member of the Tender Evaluation Panel will score the Technical Response individually. A moderation exercise will then be undertaken to agree consensus on a final moderated score for each question, and to ensure the evaluation process has been conducted in accordance with PCR 2015.

Stage 3 Award Criteria: Commercial Assessment

All bidders that pass Stage 2: Selection Criteria and achieve the required minimum scores on the Method Statement Questions will proceed to Stage 3: Commercial Response.

Bidders must complete all blue cells in Document 06: Commercial Response - Pricing Schedule and upload it to the relevant placeholder on the e-Sourcing portal.

The commercial response will be evaluated using the 'price per quality point' method.

Any Supplier Advantage Initiative rebate amount offered in Document 07 will be subtracted from the gross total price for the initial 7-year contact term to produce the 'net price'.

The net price will then be divided by the bidder's Technical Response score out of 100% which will produce a price per quality mark as follows:

$$\frac{(\text{Gross tender price for initial 7 year term} - \text{SAI Rebate})}{\text{Technical Response Score}} = \text{Price per quality score}$$

The bidder with the lowest price per quality mark will be the successful bidder.

Generic Worked Example:

	Tender A	Tender B
Net Price	£120	£100
Weighted Quality Score	80%	55%
Price per Quality Point	120/80 = £1.5	100/55 = £1.82

In this example, although Tender B is cheaper than Tender A, Tender A actually represents better value for money as its price per quality point is lower. Tender A represents better value for money and is, therefore, the Most Economically Advantageous Tender ("MEAT").

Supplier Advantage Initiative (SAI)

As a result of improvements made to our payment processes, WSCC is now able to offer early invoice settlement. In return for paying ahead of your pre-existing terms, a small rebate is deducted. The key benefits to you are:

- Improved cash flow
- Increased efficiency using our e-invoicing tool and support from our AP Helpdesk
- Closer collaboration and an integrated long-term relationship
- Enhanced client satisfaction and increased visibility within WSCC

- Improved financial metrics.

If you wish to participate in this scheme, please see Document 07 for further information. Participation in this scheme will count towards the Commercial Assessment and will be evaluated as per the criteria given within Document 07: Supplier Advantage Initiative.

Suppliers are required to complete the Declaration of Intent in Section 7 of Document 07, even if they do not wish to participate in the Supplier Advantage Initiative. Failure to do so may invalidate a supplier's tender submission.

There is an evaluated commercial criterion for the supplier advantage initiative, you will find the details in Document 07.

5. Award

Award Criteria

The bidder with the lowest price per quality point will be awarded the contract.

Once the Council has reached a decision in respect of awarding the contract, it will notify all bidders of the decision and will provide a ten (10) day standstill period.

Award of the contract is subject to the formal processes of the Council. Until all necessary approvals are obtained, no contract will be entered into.

Tie Break

Should a situation arise whereby two or more Bidders achieve an equal price per quality point , WSCC will apply the following Tie Break Criteria:

- Tie Break Criteria 1: the Bidder with the highest technical response score will be the successful Bidder.
- Tie Break Criteria 2: if the scores remain tied after the application of Tie Break Criteria 1, the Bidder with the highest score for Social Value will be the successful Bidder.

Due Diligence

WSCC will conduct checks against the successful Bidder's self-certification for all relevant sections of the SSQ including GDPR, Financial and Economic Standing and Insurance. The Contract will not be awarded until such checks are complete. The successful Bidder(s) will be required to submit the evidence required by WSCC in accordance with the SSQ and this ITT to verify their self-certification.

If the successful Bidder fails to provide the required evidence within the timeframe set by WSCC, or the evidence proves unsatisfactory, the award of the Contract shall not proceed. WSCC reserves the right to:

- Amend the Contract award decision and award to the second-placed Bidder (and so on) provided that such bidder has submitted a satisfactory tender submission; or
- Not award the Contract and to terminate this procurement.

Award of any Contract pursuant to this Procurement will be conditional upon approval in accordance with WSCC's internal governance procedures and WSCC being generally able to proceed.

Standstill Process

WSCC will operate a ten (10) day standstill period prior to the award of any Contract pursuant to this Procurement to the successful bidder. The standstill period will start on 18th December 2024 and end at midnight on 30th December 2024.

6. Additional Information

Financial Guarantee

WSCC reserves the right to require the successful Bidder to provide, as security for the performance of the Contract, a performance bond of a value as deemed appropriate to the value of the Contract, OR the parent company of the successful Bidder to guarantee the performance of the Contract, prior to the award of the Contract.

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("TUPE") will apply to a number of staff members working on the current services and that these staff will transfer to the new contractors along with the Services. These staff are employed by the incumbent ("**Third-Party Employees**") and provisional lists of the Third-Party Employees will be sent to Bidders once they sign and return the Confidentiality Agreement (Document 10).

The Council cannot give any guarantees as to the accuracy of employee information provided by incumbent providers regarding Third Party Employees.

Bidders' pricing model submissions must include the costs associated with the TUPE transfer of these employees.

Bidders should make their own enquiries, take their own view and seek their own independent advice on the application of TUPE before bidding, as by submitting a Tender Bidders are deemed to have satisfied themselves as to the sufficiency of the TUPE information to enable them to complete their Tender.

The Council accepts no liability whatsoever for any losses, damages or any other costs as a result of the aforesaid regulations.