

**INVITATION TO TENDER  
Peterborough City Council and  
Fenland District Council  
Framework for  
Environmental Enforcement  
Services (Fixed Penalty Notice -  
FPN) - Single Supplier  
(PCCA0347)**

**For use by all Local Authorities in  
Cambridgeshire  
Document A  
(To be retained by the Tenderers)**

September 2018

The invitation to tender comprises of 3 Documents.

- **Document A – Invitation to Tender (this document)**
- Document B – Tender Submission – STANDARD SELECTION QUESTIONNAIRE AND AWARD ELEMENT (Please see Sourcedogg section 1 and 15)
- Document C – Tender Submission – PRICE AND COMMERCIAL PROPOSAL (PLEASE SEE SOURCEDOGG SECTION 24 AND 25)

## Contents of Document A

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Tenders should be submitted using Sourcedogg. Tenderers may retain Document A for reference.

## Summary instructions and details of framework agreement

Item	Framework Agreement details
OJEU Contract Notice reference:	<i>Refer to Tenders Electronic Daily for Notice Reference</i>
Framework Agreement Description:	<p>To provide a single supplier framework to deliver environmental enforcement services to those contracting authorities who may access and use the framework, including Peterborough City Council, Fenland District Council and other local authorities within Cambridgeshire.</p> <p>The enforcement service to address local authority and community priorities, currently to deal with littering offences, including spitting and public urination and the breach of public space protection orders.</p> <p>The scope of these enforcement actions may change subject to community and local authority priorities.</p> <ul style="list-style-type: none"> <li>● To issue fixed penalty notices.</li> <li>● To deal with the administration of fixed penalty notices and payments.</li> <li>● To deal with customer complaints and in particular to provide an appeals facility and in cases of non-payment provide prosecution ready case files in such format approved by the local authority.</li> <li>● To provide the services on a cost neutral basis to the Peterborough City Council and Fenland District Council and other local authorities that may use the services must be funded by the receipts from the service of fixed penalty notices. For the avoidance of doubt this contract would be at zero cost to the authority, and would generate income from issuing Fixed Penalty Notice (FPNs) fines through delegation of powers. This contract is revenue neutral to the authority</li> </ul>

	<p>– it will be self funding based on the payment of fixed penalty notice fines.</p> <ul style="list-style-type: none"> <li>• All income generated in excess of cost neutrality will be retained by Peterborough City Council, Fenland District Council and any other local authority that utilises the framework with respect to FPN's settled within their respective authority.</li> <li>• To have the ability to expand the services to add further services, for example waste and fly tipping offences.</li> <li>• To enable the services to be managed in a flexible manner in order to respond to specific demands of Peterborough City Council and Fenland District Council and other local authorities that may use the framework.</li> <li>• The burden of non-payment of correctly issued tickets shall not lie with the contractor.</li> </ul>
Insurance Requirements (shall be maintained for the duration of the framework agreement):	Public Liability (Min. £10 Million) Employers Liability (Min. £10 Million)
Period of Framework Agreement:	01 April 2019 to 31 March 2021 (2 years) with the option to extend up to a further 2 periods of up to 12 months.
Clarification Questions:	Any queries must be submitted, using the SourceDogg E-Sourcing System before 18th September 2018 @ 12:00hrs (noon) Only enquiries received through this system will be answered.
Submission instructions:	Tenderers are to submit their tender response in accordance with the terms and conditions – E-Tendering (see section 12)
Tenders to be sent to:	E-TENDERING ONLY - Tenderers must only submit Tenders by electronic means through SourceDogg. Tenderers must not submit Tenders by postal methods or via e-mail to the Council.

Closing Date/time for Tender return:	<i>12th October 2018 @ 12:00 (noon)</i>
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## Timetable

This timetable is indicative only. Peterborough City Council and Fenland District Council reserves the right to change it at its discretion.

Element	Date(s)/time
Issue of Invitation To Tender	12th September 2018
First Round of clarification questions deadline for Tenderers' questions to be submitted to Peterborough City Council and Fenland District Council	17th September 2018 12:00 (noon)
Peterborough City Council and Fenland District Council will respond to the first round of clarification questions	18th September 2018 12:00 (noon)
Second Round of clarification questions deadline for Tenderer's questions to be submitted to Peterborough City Council and Fenland District Council	24th September 2018 12:00 (noon)
Peterborough City Council and Fenland District Council will respond to the second round of Clarification questions	25th September 2018 12:00 (noon)
Submission of Written Tenders	12th October 2018 12:00 (noon)
Evaluation & moderation of Tenders	12th October 2018 – 12th November 2018
Tenderer Interviews/ Clarification Meetings	Clarification Meeting may be required within this Tender process. The expected dates for the Clarification Meetings will be  29th - 31st October 2018 - If Required
Peterborough City Council and Fenland District Council Internal Governance	12th November - 03rd December 2018

Process	
10 Day Standstill Period	07th December 2018 - 17th December 2018
Expected Date Of Award Of Framework Agreement:	21st January 2019
Target Framework Agreement Commencement	01st April 2019

## CHECKLIST FOR TENDERERS

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

No	Item	Included in Tender?
1.	Your company's response to the Standard Selection Questionnaire Element requirements contained within Sourcedogg section 1	
2.	Tenderers response to the Award Element requirements - Scoring Criteria (Method Statements) contained within Sourcedogg section 15	
3.	A signed statement confirming your agreement to the terms and conditions of the Framework Agreement.	
4.	Form of Tender, Declaration of Connection with Officers or Elected Members of the Council, Certificate in Respect of Canvassing, Certificate in Respect of Bona fide Tendering and Declaration in relation to the payment of the National Minimum Wage and National Living Wage (All in Sourcedogg section r).	
5.	Tenderers response to the Award Element requirements (Framework Agreement Price) & contained within Sourcedogg Section 24 & 25	
6.	TUPE Undertaking and TUPE Questionnaire (TUPE Undertaking) to be completed and returned once Tenderer has received the ITT.	

## **1 IMPORTANT NOTICE**

- 1.1 This Invitation to Tender (“ITT”) is issued to those whom have expressed their interest to tender (“Tenderers”) to Peterborough City Council and Fenland District Council as the single supplier on a framework to provide Environmental Enforcement Services to those contracting authorities who may access the framework, including Peterborough City Council and Fenland District Council as described in the Specifications found in Appendix 2 :
- 1.2 This procurement is being conducted in accordance with the Public Contracts Regulations 2015, notably Regulation 33 (Framework agreements) and is based upon the open procedure at Regulation 27.
- 1.3 The content of this ITT and of any other documentation sent to Tenderers in respect of this tender process are provided on the basis that they remain the property of Peterborough City Council and Fenland District Council and must be treated as confidential. This information must not be copied, reproduced, distributed, passed or disclosed to any third party without the prior written consent of Peterborough City Council and Fenland District Council. If a Tenderer is unable or unwilling to comply with this requirement, they are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.
- 1.4 Tenderers must not undertake any publicity activities with any part of the media in relation to the Framework Agreement or this ITT process without the prior written agreement of Peterborough City Council and Fenland District Council, including agreement on the format and content of any publicity.
- 1.5 This ITT is made available in good faith and the information contained within the ITT is believed to be correct at the time of issue. No warranty is given as to the accuracy or completeness of the information contained in it and any liability arising from any inaccuracy or incompleteness is therefore expressly excluded by Peterborough City Council and Fenland District Council and its advisers, to the fullest extent permitted by law.
- 1.6 Peterborough City Council and Fenland District Council reserve the right to cancel the tender process at any point and is not bound to accept any Tender. Peterborough City Council and Fenland District Council are not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for the Framework Agreement.

## **Doing Business with Peterborough City Council and Fenland District Council**

- 1.7 Peterborough City Council and Fenland District Council have a strong belief in propriety and ethics and reserve the right to terminate/cancel any Framework Agreement awarded arising from this procurement process, and to recover from the Tenderer the amount of any loss sustained by them as a result of such termination/cancellation in any of the following cases (full termination rights are set out in the Framework Agreement documents):
- i) if the Tenderer or any person engaged by it (including the Tenderers suppliers, agents, volunteers, servants, officers, or representatives or consortium members, or those of the Tenderer) shall have directly or indirectly offered or have given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or execution of the Framework Agreement (or any other agreement with Peterborough City Council or Fenland District Council), for showing favour or disfavour to any person in relation to the Framework Agreement (or any other agreement with Peterborough City Council or Fenland District Council), for the improper performance of a relevant function or activity, or for showing or not showing favour or disfavour in relation to any agreement with either Peterborough City Council or Fenland District Council;
  - ii) if the Tenderer or any person engaged by it (including the Tenderer's suppliers, agents, volunteers, servants, sub-contractors, officers, representatives or consortium members, or those of the Tenderers sub-contractors) shall have committed any offence under the Bribery Act 2010 or under legislation or common law concerning fraudulent acts, or shall have given any fee or reward the receipt of which is an offence under Section 117(3) of the Local Government Act 1972; or
  - iii) if the Tenderer or any person engaged by it (including the Tenderer's suppliers, agents, volunteers, servants, sub-contractors, officers, representatives or consortium members, or those of the Tenderers subcontractors) shall have defrauded, attempted to defraud or conspired to defraud Peterborough City Council and Fenland District Council.
- 1.8 Tenderers must declare any connection between themselves or their employees (including the Tenderer's suppliers, agents,

volunteers, servants, sub-contractors, officers, representatives or consortium members where allowed, or those of the Tenderer's sub-contractors), and any officer or elected member of the Peterborough City Council and Fenland District Council in Appendix 4 to Document B. Such a connection will not automatically preclude Tenderers from being awarded the Framework Agreement , the information will enable Peterborough City Council and Fenland District Council to effectively manage any potential conflict of interests.

- 1.9 Tenderers are also required under this section to report any concerns in respect to the conduct of either Council, their members or officers in respect to the letting of the Framework Agreement or during the provision of the Framework Agreement . Concerns should be directed to the Director of Legal and Democratic Services, on 01733 452361 or the Chief Internal Auditor, on 01733 384557.

## 2.0 BACKGROUND

- 2.1 The purpose of this procurement is to award a framework to a single economic operator to provide the service detailed below to those Local Authorities who are listed as potential users of the framework and choose to access the services provided under this framework, whilst ensuring compliance with all necessary legislation as specified. Award of this framework does not constitute a guarantee that any Local Authority will call off their requirement from the framework and there is no obligation on Local Authorities to use the framework for Environmental Enforcement Services
- 2.2 Framework Agreement for the Environmental Enforcement Services for Local Authorities in Cambridgeshire:

Peterborough City Council and Fenland District Council aim to jointly take to market the opportunity of addressing environmental crime by engaging with a specialist supplier who will work with both authorities to provide a high profile, ethical and high quality enforcement service tackling Environmental Crime and its associated behaviour, in line with various public regulations. The essential focus of the initiative is to change public behaviour towards Environmental Crime in an ethical way, to cover all cost of the contracted service with income generated from the issuing of Fixed Penalty Notices (FPNs) and is required to be cost neutral as a minimum and generate income where possible for Peterborough City Council, Fenland District Council and Local Authorities within Cambridgeshire. For the avoidance of doubt this contract would be at zero cost to the authority, and would generate income from issuing Fixed Penalty Notice (FPNs) fines through delegation of powers. This contract is revenue neutral to the authority – it will be self funding based on the payment of fixed penalty notice fines. The burden of non-payment of correctly issued tickets shall not lie with the contractor. All Income generated in excess of cost neutrality will be retained by Peterborough City Council, Fenland District Council and any other local authority that utilises the framework with respect to FPN's settled within their respective authority.

The work of any appointed supplier will assist both Councils in the prevention and reduction of Environmental Crime and its associated anti-social behaviour in a cost neutral and ethical delivery.

## Legislative Context

This list is not exhaustive and may be modified to include other existing or future legislation

**Table 1 – Offences**

<b>Legislation</b>	<b>Offence</b>
Environmental Protection Act 1990  Section 87	Throwing down or depositing any litter  (the percentage for cigarette related litter to be capped at to %)
Crime, Policing and Anti Social Behaviour Act  Section 68	Breach of a public space protection order

**Table 2 - Powers**

<b>Legislation</b>	<b>Power</b>
Environmental Protection Act 1990  Section 88	The issue of a notice offering the opportunity to discharge the liability to conviction for a littering offence by the payment of a fixed penalty.
Crime, Policing and Anti Social Behaviour Act 2014  Section 67	The issue of a notice offering the opportunity to discharge the liability to conviction for breach of a public space protection order by the payment of a fixed penalty.

## Local Context

To provide a framework for Peterborough City Council and Fenland District Council and all local authorities within Cambridgeshire to access the service.

The enforcement service to address local and community priorities, currently to deal with littering offences, including but not limited to spitting and public urination and the breach of public space protection orders.

The scope of these enforcement actions may change subject to community and local authority priorities. The Framework Agreement Services as outlined within the Specification may be modified in

accordance with Regulation 72 of the Public Contracts Regulations 2015 to add further enforcement activities, for example by virtue of the Clean Neighbourhoods and Environment Act 2005, or any new legislation or amendments to existing legislation that shall permit the Environmental Enforcement Service to prevent and reduce environmental crime and its associated anti-social behaviour.

- To issue fixed penalty notices.
- To deal with the administration of fixed penalty notices and payments.
- To deal with customer complaints and in particular to provide an appeals facility and in cases of non-payment provide prosecution ready case files in such format approved by Peterborough City Council and Fenland District Council
- To provide the services on a cost neutral basis to Peterborough City Council and Fenland District Council, the services must be funded by the receipts from the service of fixed penalty notices. For the avoidance of doubt this contract would be at zero cost to the authority, and would generate income from issuing Fixed Penalty Notice (FPNs) fines through delegation of powers. This contract is revenue neutral to the authority – it will be self funding based on the payment of fixed penalty notice fines.
- All Income generated in excess of cost neutrality will be retained by Peterborough City Council, Fenland District Council and any other local authority that utilises the framework with respect to FPN's settled within their respective authority.
- To have the ability to expand the services to add further services, for example waste and fly tipping offences.
- To enable the services to be managed in a flexible manner in order to respond to specific demands of the Peterborough City Council and Fenland District Council and other local authorities that may use the framework.
- The burden of non-payment of correctly issued tickets shall not lie with the contractor.

### **Funding for the Services**

The service is required to be provided cost neutrally with the scope for revenue to be generated if volumes increase. There is not therefore any budgetary provision for this requirement. For the avoidance of doubt this contract would be at zero cost to the authority, and would generate

income from issuing Fixed Penalty Notice (FPNs) fines through delegation of powers. This contract is revenue neutral to the authority – it will be self funding based on the payment of fixed penalty notice fines. All Income generated in excess of cost neutrality will be retained by Peterborough City Council, Fenland District Council and any other local authority that utilises the framework with respect to FPN's settled within their respective authority.

### **3 THE PROCUREMENT PROCESS**

3.1 This procurement process is an 'Open Procedure'. This means it is a single stage assessment process and the evaluation will be split into two main elements;

- Standard Selection Element
- Award Element

The objective of the first element will be to assess all tenders against a number of selection criteria, designed to assess tenderers' general suitability as a potential supplier. All tenderers who meet the minimum levels of suitability will proceed to the award element of the process, where tender submissions will be evaluated on quality against the award criteria. Those that meet the award element may also be invited to a clarification meeting. The Tendered quality (scoring criteria) along with the Tendered price and pricing assumptions will identify the most economically advantageous Tender(s). Peterborough City Council and Fenland District Council are looking to award to a single supplier for this framework and thus the basis of award will be based on consideration of the most economically advantageous Tender.

#### **3.2 Standard Selection Element**

##### **3.2.1 Standard Selection Element Questionnaire**

3.2.1.1 Peterborough City Council and Fenland District Council are bound by the Public Contract Regulations 2015 and must use a standard supplier questionnaire as part of any procurement exercise which exceeds the EU thresholds. The Crown Commercial Service published the questionnaire and the Council has included it as part of this procurement exercise. The selection questions seek to confirm that any potential supplier does not meet any of the grounds for exclusion (mandatory or discretionary) as required by

the Public Contract Regulations 2015. More information is provided within the procurement documentation.

3.2.1.2 The selection questions are designed to check that potential suppliers meet or exceed Peterborough City Council and Fenland District Council minimum standards. Questions are of a pass/fail nature, and if a tenderer fails against any one or more of the selection criteria, then grounds will exist to exclude that tenderer from any further consideration.

### **3.2.2 Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

3.2.2.1 The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

3.2.2.2 A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential subcontractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Subcontractors that you rely on to meet the selection criteria must also complete a self-declaration (although subcontractors that are not relied upon do not need to complete the self-declaration).

3.2.2.3 The Standard Selection Element is included as Parts 1 to 3 within Sourcedogg (Tender Submission Document), and forms part of the document which tenderers must

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<sup>1</sup> For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

submit to Peterborough City Council and Fenland District Council.

### **3.2.3 Supplier Selection Questions: Part 3**

3.2.3.1 The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use subcontractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

3.2.3.2 If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

### **3.2.4 Consequences of misrepresentation**

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

## **A Framework for delivery of Environmental Enforcement Services**

**PCCA0347**

### **Open Procedure**

#### **3.3 Notes for completion of the selection element of the tender submission within Sourcedogg**

- 3.3.1 The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
- 3.3.2 “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
- 3.3.3 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
- 3.3.4 The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
- 3.3.5 For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

- 3.3.6 All sub-contractors are required to complete Part 1 and Part 2<sup>2</sup>.
- 3.3.7 For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

### **3.4 Mandatory Exclusion Grounds**

#### **Public Contract Regulations 2015 R57(1), (2) and (3)**

#### **Public Contract Directives 2014/24/EU Article 57(1)**

#### **Participation in a criminal organisation**

Participation offence as defined by section 45 of the Serious Crime Act 2015

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;

#### **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;  
The common law offence of 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;

#### **Fraud**

Any of the following offences, 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:

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<sup>2</sup> See PCR 2015 regulations 71 (8)-(9)

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- 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;
- 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;
- 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;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- 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;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- 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;

### **Terrorist offences or offences linked to terrorist activities**

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

### **Money laundering or terrorist financing**

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

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

### **Child labour and other forms of trafficking human beings**

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

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

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

An offence under section 2 or section 4 of the Modern Slavery Act 2015

### **Non-payment of tax and social security contributions**

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

### **Other offences**

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26<sup>th</sup> February 2015 in England, Wales or Northern Ireland

## **3.5 Discretionary exclusions**

### **Obligations in the field of environment, social and labour law.**

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).

- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

### **Bankruptcy, insolvency**

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's 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 it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

### **Grave professional misconduct**

Guilty of grave professional misconduct

### **Distortion of competition**

Entered into agreements with other economic operators aimed at distorting competition

### **Conflict of interest**

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

### **Been involved in the preparation of the procurement procedure**

### **Prior performance issues**

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.

### **Misrepresentation and undue influence**

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

### **Breach of obligations relating to the payment of taxes or social security contributions.**

### **ANNEX X Extract from Public Procurement Directive 2014/24/EU**

### **LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) –**

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

### **Consequences of misrepresentation**

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).

### **3.6 Award Element**

- 3.6.1 The Award Element predominantly focuses on Tenderers demonstrating their ability to meet the outcomes outlined in the relevant specification, and meet the award criteria whilst achieving value for money.
- 3.6.2 Tenderers may be invited to a clarification meeting, to demonstrate their understanding and proposed approach as outlined within their response to the ITT. Peterborough City Council and Fenland District Council are under no obligation to hold a clarification meeting.
- 3.6.3 Clarification meetings may be required for this tender. Tenderers may be invited to attend a clarification meeting during the evaluation period (as indicated in the timetable). Invites will be communicated to Tenderers at least 10 calendar days before the scheduled date and time to confirm the exact venue, date and time details.
- 3.6.4 If Tenderers have any questions or require any clarifications or additional information, they must make contact using the SourceDogg E-Sourcing System. Enquiries/requests for clarifications or additional information must be received in accordance with the tender timetable. Only enquiries/requests received through the SourceDogg system will be answered. No verbal, email or telephone requests for information will be accepted. Peterborough City Council and Fenland District Council will choose whether or not to provide additional information and therefore some requests may be declined.
- 3.6.5 Other than Peterborough City Council and Fenland District Council procurement team, no Peterborough City Council or Fenland District Council employee or member of the Peterborough City Council or Fenland District Council has the authority to give any information or make any representation (expressed or implied) in relation to this ITT or any other matter relating to the Framework Agreement.
- 3.6.6 Peterborough City Council and Fenland District Council will respond to all reasonable clarifications received from the Tenderer by the deadline specified within the tender timetable by publishing the Tenderer's questions and Peterborough City Council and Fenland District Council response to them on the SourceDogg E-Sourcing System.

- 3.6.7 Please note that all questions and answers submitted by Tenderers will be made public through the SourceDogg System. The Tenderer's name and contact name will be anonymised. Therefore all Tenderers will have public access to all clarification questions submitted by all the Tenderers and Peterborough City Council and Fenland District Council responses, in an anonymised format.
- 3.6.8 Peterborough City Council and Fenland District Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 3.6.9 Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 3.6.10 Under the Framework Agreement, Peterborough City Council and Fenland District Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Framework Agreement before submitting their Tender.
- 3.6.11 The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 3.6.12 Peterborough City Council and Fenland District Council will determine through the ITT evaluation process which Tenderer's submissions provides the Most Economically Advantageous Tender (MEAT) to Peterborough City Council and Fenland District Council.

#### **4 TENDER SUBMISSION REQUIREMENTS**

- 4.1.1 Tenders must be written in the English language, drafted in accordance with the requirements set out in this ITT, and submitted in accordance with the deadlines detailed in this ITT.
- 4.1.2 Tenders must provide responses referring back to the numbering format as set out in Tender Submission **on Sourcedogg**
- 4.2 Only one Tender submission Document is permitted from each

Tenderer. In the event that more than one tender document is submitted by a tenderer, the one with the latest time of submission will be evaluated (subject to the tender submission meeting the timescales) any other Tenders will be disregarded.

- 4.3 The Tender (including price) must remain valid for a minimum period of 180 days.
- 4.4 The Tender must not be qualified in any way and must not be dependent on any other Tender or other factors external to the Tender itself.
- 4.5 Any signatures must be made by a person who is authorised to commit the Tenderer to the Framework Agreement.
- 4.6 Tenderers' full registered business/name and if relevant company number, and main office address must also be provided on all documents.
- 4.7 In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procurement Team (stipulated within the "*Summary instructions and details of contract table*" contained on page 3) using the SourceDogg E-Sourcing System, **no later than 4 working days** (which is Monday – Friday, excluding bank/public holidays in England) **before the submission deadline date for the Tender** to enable any technical queries to be investigated and resolved.
- 4.8 The Tenderer shall submit a fully priced Tender based on the requirements set out within the ITT
- 4.9 No alternative Tender, offering a different way of delivering the service, will be considered and Peterborough City Council and Fenland District Council will not accept variant bids/tenders.

#### **Consortia and sub-contracting**

- 4.10 Bids containing sub-contractors will also be considered.
- 4.11 Potential suppliers are reminded that any future change in relation to consortia and sub-contracting must be notified to the Council so that it can make a further assessment by applying the Qualification criteria to the new information provided. Peterborough City Council and Fenland District Council reserves the right to deselect a Tenderer on the basis of any updated information provided.

- 4.12 The Tenderer shall submit a fully priced Tender based on the requirements set out within the ITT.
- 4.13 No alternative Tender, offering a different way of delivering the service, will be considered and Peterborough City Council and Fenland District Council will not accept variant bids.

## **5 FRAMEWORK AGREEMENT DOCUMENTS**

- 5.1 Any resulting Framework Agreement will consist of the Conditions of the Framework Agreement and Schedules (set out in Appendix 1+2). The Schedules will include the Specification, the successful Tender together with those items detailed in the Schedules to the Conditions of the Framework Agreement. The Framework Agreement will be subject to English law and the exclusive jurisdiction of the English Courts. Once the Tender has been awarded Peterborough City Council and Fenland District Council will contact the successful Tenderer(s) and arrange for the Framework Agreement to be executed.
- 5.2 Any Framework Agreement award will be conditional on the Framework Agreement being approved in accordance with Peterborough City Council and Fenland District Council internal procedures and the Council being generally able to proceed and will allow a standstill period of 10 calendar days to elapse before sending confirmation of Framework Agreement award to the successful Tenderer.
- 5.3 The Framework Agreement documents are issued with this ITT. By submitting a Tender, Tenderers are agreeing to be bound by the Framework Agreement documents without further negotiation. A signed statement as to the Tenderer's agreement to the Framework Agreement documents must be supplied as part of the Tender submission.

## **6 TENDER EVALUATION, SELECTION AND AWARD CRITERIA**

- 6.1 Peterborough City Council and Fenland District Council reserves the right to change the requirements of the ITT from time to time. If at the time of change the ITT has gone live, Peterborough City Council and Fenland District Council will inform the tenderers of any change and if necessary adjust the timing accordingly, to ensure tenderers have sufficient time to respond to the ITT.
- 6.2 Peterborough City Council and Fenland District Council reserves the right to disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions

in the ITT. Peterborough City Council and Fenland District Council reserves the right to disqualify any Tenderer that is guilty of a serious misrepresentation in relation to its Tender or the tender process. Peterborough City Council and Fenland District Council reserves the right to withdraw this ITT at any time or to re-invite tenders on the same or any alternative basis.

- 6.3 Peterborough City Council and Fenland District Council reserves the right to choose not to award any framework as a result of the current procurement process. Peterborough City Council and Fenland District Council also reserves the right to make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.
- 6.4 Peterborough City Council and Fenland District Council reserves the right to mark down or reject any Tender which does not meet the requirements specified in this ITT. Each Tenderer must complete the award element by clearly demonstrating how it will deliver the requirements set out in the Specifications, with any services offered in addition to the minimum set out in the Specifications clearly identified as such.
- 6.5 Tenderers are required to respond to all sections of the ITT where a response is required, including properly signing the declarations and the Tender must be clear, concise and complete. In the event that a Tenderer fails to provide a response where one is required, or if the Tender is incomplete or contains any ambiguities, caveats or lacks clarity, they may be deemed non-compliant and eliminated from the tender process.
- 6.6 Peterborough City Council and Fenland District Council will not consider Tenders received after the closing time and date. Any Tender received after the deadline shall not be opened or considered. Peterborough City Council and Fenland District Council may, however, in its own absolute discretion extend the Deadline and in such circumstances Peterborough City Council and Fenland District Council will notify all Tenderers of any change.
- 6.7 Tenderers are not entitled to contact Peterborough City Council and Fenland District Council to ask for any information on the progress or possible outcome of the evaluation whilst this is still in progress.
- 6.8 During the evaluation period, the Council reserves the right to seek clarification from any or all of the Tenderers where information or documentation to be submitted by any Tenderer

is or appears to be incomplete or erroneous, or where specific documents are missing, the Council may (but is not obliged to) request the Tenderer concerned to clarify or complete the relevant information or documentation within an appropriate time limit, provided that such requests are made in full compliance with the principles of equal treatment and transparency.

- 6.9 Tenders will be evaluated to determine the Most Economically Advantageous Tender, taking into account both quality, against the requirements and outcomes outlined within the relevant specification, and price.

### Standard Selection Questionnaire

#### 6.10 Standard Selection Questionnaire element scoring overview

- 6.10.1 The Selection Criteria Stage demonstrates that a Tenderer meets the minimum levels of suitability, are suitable for the Council to contract with and have the capacity and capability to deliver the Works/Services required. Peterborough City Council and Fenland District Council will evaluate Tenderers’ responses to the selection questions in the Standard Selection Questionnaire before evaluating the remainder of the Tender. All Tenderers meeting the selection criteria outlined in the table below will proceed to the tender evaluation stage and will have the remainder of their Tender evaluated. Tenders scoring a Fail on any section within the Selection Criteria Stage will be deemed non-compliant and eliminated from this tender process.
- 6.10.2 Selection Criteria Stage will progress to the Award stage. The below table outlines the sections of the Selection Criteria Stage that are subject to a Pass or Fail scoring – all other elements are for Information Only purposes.

Standard Selection Questionnaire (SQ) Element Section	For Information / Pass / fail
<b>Part 1, Section 1</b>	For Information (failure to complete may lead to rejection of tender) See Mandatory Exclusion Grounds, Discretionary exclusions within this document. And also Standard Selection Questionnaire and Notes for completion within ITT Document B
<b>Part 2, Section 2</b>	Pass/Fail – See Mandatory Exclusion Grounds, Discretionary exclusions within this document. And also Standard Selection Questionnaire and Notes for completion within ITT Document B
<b>Part 2, Section 3</b>	Pass/Fail – answering yes to any will result failing this section

	(unless subject to self-cleaning). See Mandatory Exclusion Grounds, Discretionary exclusions within this document, Standard Selection Questionnaire and Notes for completion within ITT Document B
<b>Part 3, Section 4 and 5</b>	For Information (failure to complete may lead to rejection of tender)
<b>Part 3, Section 6</b>	Pass/Fail – The authority will require at least one example of relevant experience and contract examples within section 6.1. Failure to demonstrate this will require completion of section 6.3. A lack of relevant experience or adequate explanation will result in a fail.
<b>Part 3, Section 7</b>	Pass/Fail (if relevant based on annual turnover of <u>potential suppliers business</u> ) – See Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 8/16 9th September 2016. See also Self-cleaning and Mandatory Exclusion Grounds, Discretionary exclusions within this document. And also Standard Selection Questionnaire and Notes for completion within ITT Document B
<b>Part 3, Section 8.1</b>	Pass/Fail – Not achieving the minimum insurance values will result in a Fail. See also Self-cleaning and Mandatory Exclusion Grounds, Discretionary exclusions within this document. And also Standard Selection Questionnaire and Notes for completion within ITT Document B
<b>Part 3, Section 8.2</b>	Not Used – Please see Procurement Policy Note 14/15 to determine when to include this question. If question excluded by authority and potential Tenderers believe that this question should be included they must immediately on receipt of ITT communicate their rationale to the authority
<b>Part 3, Section 8.3</b>	Not Used - Please refer to supplier selection guidance and Procurement Policy Note 16/15. See also Self-cleaning and Mandatory Exclusion Grounds, Discretionary exclusions within this document. And also Standard Selection Questionnaire and Notes for completion within ITT Document B
<b>Part 3, Section 8.4</b>	Not Used - Please refer to supplier selection guidance and Procurement Policy Note 04/15

6.11 The above table outlines the sections of the Standard Selection Questionnaire element that are subject to a Pass, Fail or for Information Only purposes. These questions are used as part of

the tender to ensure that a potential supplier meets the minimum levels of suitability.

### **Award Element Evaluation**

6.12 For the avoidance of doubt, only those Tenderers that pass the Selection Element will proceed to have their tender submission evaluated against the Award Element. Evaluation of Tenders against the Award Element will be carried out by an evaluation panel appointed by Peterborough City Council and Fenland District Council.

6.13 The award criteria element has been split into two main areas:

6.13.1 Quality (30%) - Scoring Criteria (30%)

6.13.2 Price (70%) - Ability to deliver cost neutral service (pass/fail)(20%), Commercial Proposal (50%) - scoring criteria (70%)

### **Services**

6.14 This requirement is not sub-divided into lots so the Framework Agreement will be awarded to one successful tenderer only.

### **Quality (30%)**

6.15 Tenderers are required to answer a series of Quality Questions in the form of scoring criteria addressing between them all aspects of the required service. These questions are set out in detail within ITT Document B, together with a space for Tenderers to insert their responses. The questions are designed to explore the approach and methodology proposed by each tenderer concerning (amongst other things) how the new service will be implemented and delivered. Each Scoring Criteria answer will be scored against a quality scoring matrix having a scoring range of 0 to 10 points: 10 being the highest.

<b>Quality Scoring Matrix</b>	
<b>Score</b>	<b>Criteria</b>
<b>0</b>	<b>No Answer Provided (0 Points)</b>
<b>1 to 2</b>	<b>Poor – (1-2 Points)</b> <ul style="list-style-type: none"><li>• Is missing many key elements</li><li>• Demonstrates a very limited understanding of the requirement</li><li>• Evidence of skills/abilities to meet the requirement is poor or lacking</li></ul>

	<ul style="list-style-type: none"> <li>• Key policies/standards/best practice guidance are not well understood or not referenced where expected</li> <li>• Provides very little confidence that the tenderer will be able to deliver the requirements</li> </ul>
<b>3 to 4</b>	<p><b>Weak – (3-4 Points)</b></p> <ul style="list-style-type: none"> <li>• Is missing some key elements</li> <li>• Demonstrates limited understanding of the requirement <ul style="list-style-type: none"> <li>• Evidence of skills/abilities to meet the requirement is lacking or limited in parts</li> </ul> </li> <li>• Some key policies/standards/best practice are missed or not well understood</li> <li>• Provides limited confidence that the tenderer will be able to deliver the requirements</li> </ul>
<b>5 to 6</b>	<p><b>Acceptable – (5-6 Points)</b></p> <ul style="list-style-type: none"> <li>• Covers most key areas</li> <li>• Demonstrates an acceptable level of understanding of the requirement</li> <li>• Provides sufficient evidence of skills/abilities to meet the requirement</li> <li>• References most key policies/standards/best practice guidance where appropriate</li> <li>• Provides confidence that the tenderer will be able to deliver the requirements to a satisfactory level</li> </ul>
<b>7 to 8</b>	<p><b>Good – (7-8 Points)</b></p> <ul style="list-style-type: none"> <li>• Demonstrates a sound understanding of the requirement</li> <li>• Demonstrates a high level of skills/abilities to meet the requirement</li> <li>• All key policies/standards/best practice guidance are referenced and incorporated</li> <li>• Provides confidence that the tenderer will deliver the requirements to a high level</li> </ul>
<b>9 to 10</b>	<p><b>Excellent – (9-10 Points)</b></p> <ul style="list-style-type: none"> <li>• Comprehensive in all areas</li> <li>• Demonstrates an excellent understanding of the requirement</li> <li>• Demonstrates a very high level of skills/abilities to meet the requirement <ul style="list-style-type: none"> <li>• Over and above the expected key policies/standards/best practice guidance which are also referenced and incorporated</li> </ul> </li> <li>• Provides confidence that the tenderer will deliver the requirements to a very high level and add real value to the service</li> </ul>

6.16 A weighting will be applied to each question to factor in its importance; details of actual weightings are contained within the ITT Sourcedogg, however, an explanation of how these are calculated is contained within this section.

6.17 The following table illustrates how weightings are applied to the scores attributed to the Scoring Criteria; this is given merely as an example. The maximum percentage scores are contained within column 'TM'. Some sample scores are populated within column 'AS' for example purposes. For instance, if you follow across from "Scoring Criteria Question Number" 4, it can be seen that it is scored out of 10 and has a Weighting of 10. The sample score is 8, resulting in an Actual Score (AS) of 7.11% out of a Theoretical Maximum (TM) of 8.89%.

% of Total Marks for whole Scoring Criteria Section	Scoring Criteria Question Number	Max Score (MS)	Applied Weighting (AW)	Weighted Max Score (WMS)	Achieved Score (AS)	Weighted Achieved Score (WAS)	Theoretical Max % for each Question (TM%)	Actual Score % for each Question (AS%) Example
50.00 %	1	10	15	150	8	120	13.33%	10.67%
	2	10	10	100	5	50	8.89%	4.44%
	3	10	8	80	5	40	7.11%	3.56%
	<b>4</b>	10	<b>10</b>	<b>100</b>	<b>8</b>	<b>80</b>	<b>8.89%</b>	<b>7.11%</b>
	5	10	8	80	4	32	7.11%	2.84%
	6	10	8	80	10	80	7.11%	7.11%
	7	10	8	80	6	48	7.11%	4.27%
	8	10	8	80	5	40	7.11%	3.56%
	9	10	15	150	7	105	13.33%	9.33%
	Totals	90	90	900	58	595	70.00%	46.28%

6.18 The Theoretical Maximum Scores (TM) after weighting is applied are repeated within sourcedogg next to each Scoring Criteria for ease of reference by tenderers.

6.19 The higher the weighting the more percentage marks are attributed to the question.

- 6.20 The Quality Questions (Scoring Criteria) will be evaluated on the information received in your tender submission against the award criteria detailed in Sourcedogg, Scoring Criteria (Award Stage) Quality questions, by the evaluation panel.
- 6.21 The evaluation panel will consist of officers within the Council who will assess the responses to the scoring criteria. The evaluation panel will apply the scoring criteria in accordance with the evaluation criteria defined in 6.21 Quality Evaluation Scoring Matrix. Bidders must provide a detailed response to each of the scoring criteria in the same order and referencing as they appear within the ITT including any accompanying documentation clearly referenced to the scoring criteria. Responses should be in Word or PDF. Once evaluated, all scores will be reviewed and moderated before a final score is awarded.
- 6.22 Scoring criteria responses should not reference other responses; each response must be complete in its own right and not exceed the word limit. If tenderers exceed the word limit, all words after the maximum word limit will not be evaluated.

### Contract Price Evaluation Element (70%)

6.22

Quality Scoring Matrix	
Score	Criteria
<b>0</b>	<b>No Answer Provided (0 Points)</b>
<b>1 to 2</b>	<p><b>Poor – (1-2 Points)</b></p> <ul style="list-style-type: none"> <li>• Is missing many key elements</li> <li>• Demonstrates a very limited understanding of the requirement</li> <li>• Evidence of skills/abilities to meet the requirement is poor or lacking</li> <li>• Key policies/standards/best practice guidance are not well understood or not referenced where expected</li> <li>• Provides very little confidence that the tenderer will be able to deliver the requirements</li> </ul>
<b>3 to 4</b>	<p><b>Weak – (3-4 Points)</b></p> <ul style="list-style-type: none"> <li>• Is missing some key elements</li> <li>• Demonstrates limited understanding of the requirement               <ul style="list-style-type: none"> <li>• Evidence of skills/abilities to meet the requirement is lacking or limited in parts</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Some key policies/standards/best practice are missed or not well understood</li> <li>• Provides limited confidence that the tenderer will be able to deliver the requirements</li> </ul>
<b>5 to 6</b>	<p><b>Acceptable – (5-6 Points)</b></p> <ul style="list-style-type: none"> <li>• Covers most key areas</li> <li>• Demonstrates an acceptable level of understanding of the requirement</li> <li>• Provides sufficient evidence of skills/abilities to meet the requirement</li> <li>• References most key policies/standards/best practice guidance where appropriate</li> <li>• Provides confidence that the tenderer will be able to deliver the requirements to a satisfactory level</li> </ul>
<b>7 to 8</b>	<p><b>Good – (7-8 Points)</b></p> <ul style="list-style-type: none"> <li>• Demonstrates a sound understanding of the requirement</li> <li>• Demonstrates a high level of skills/abilities to meet the requirement</li> <li>• All key policies/standards/best practice guidance are referenced and incorporated</li> <li>• Provides confidence that the tenderer will deliver the requirements to a high level</li> </ul>
<b>9 to 10</b>	<p><b>Excellent – (9-10 Points)</b></p> <ul style="list-style-type: none"> <li>• Comprehensive in all areas</li> <li>• Demonstrates an excellent understanding of the requirement</li> <li>• Demonstrates a very high level of skills/abilities to meet the requirement</li> <li>• Over and above the expected key policies/standards/best practice guidance which are also referenced and incorporated</li> <li>• Provides confidence that the tenderer will deliver the requirements to a very high level and add real value to the service</li> </ul>

6.23 The Contract Price section is scored out of a maximum of 70%; 20% of this element will be awarded for cost neutrality - (please note that failure to submit a bid that delivers cost neutrality will score zero and will not be evaluated further) and 50% For the commercial proposal. The lowest priced commercial proposal will be allocated 50% -

Delivery of Service (How you would meet the cost neutrality)  
(20%)

Cost Model for cost neutrality (10%)

Potential to add value to the contract (10%)

Potential to generate income (10%)

the other tenderers will be allocated marks based on the difference between their tendered commercial proposal and that of the lowest priced Commercial Proposal Tender.

- 6.24 The price used for evaluation is the cost of the service per annum for the framework term for Services,. The Tenderer should enter those prices within Sourcedogg and upload any documentary evidence.

Below are examples of Contract Price scoring using hypothetical values not connected in any way to the goods or services being tendered.

*Tenderer A submits a price of £100,000*

*Tenderer B submits a price of £150,000*

*Tenderer C submits a price of £250,000*

*Tenderer D submits a price of £300,000*

Based on these hypothetical prices

*Tenderer A* is the lowest and is awarded 100% of the marks = 50.00%

*Tenderer B* is the second lowest and scores  $100,000/150,000 \times 50 = 10.00\%$

*Tenderer C* is third lowest, therefore they score  $100,000 / 250,000 \times 50 = 6.00\%$

*Tenderer D* is fourth lowest, therefore they score  $100,000 / 300,000 \times 50 = 5.00\%$

- 6.25 Peterborough City Council and Fenland District Council reserves the right not to accept pricing submissions that are not fully completed. In addition the Authority also reserves the right to seek clarifications on the pricing in compliance with the principles of equal treatment and transparency.

- 6.26 In the event a pricing model is used, which puts Peterborough City Council and Fenland District Council at risk, or is unaffordable, Peterborough City Council and Fenland District Council reserves the right to reject the tender.

- 6.27 All Tenderers Tendering for the Service **must** confirm cost neutrality and provide a commercial proposal, in Sourcedogg, for the service(s). For the avoidance of doubt this contract would be at zero cost to the authority, and would generate income from issuing Fixed Penalty Notice (FPNs) fines through delegation of powers. This contract is revenue neutral to the

authority – it will be self funding based on the payment of fixed penalty notice fines.

- 6.28 Prices submitted for Service will be evaluated from information submitted in Sourcedogg. A mean average of the prices submitted for each year of the contract term will be calculated and used for evaluation purposes.
- 6.29 Information supplied will allow the Authority to correctly manage their budgets internally and to be able to report back to central government as required, therefore, this required section must be completed and not left blank. The costings should be reflective of the service.
- 6.30 The Authority reserves the right not to accept pricing submissions that are not fully completed. In addition the Authority also reserves the right to seek clarifications on the pricing in compliance with the principles of equal treatment and transparency.
- 6.31 In the event a pricing model is used, which puts the Council at risk, or is unaffordable, the Council reserves the right to reject the bid.

## **7 CLARIFICATION MEETINGS**

- 7.1 Clarification meetings may be required during this tender process. Peterborough City Council and Fenland District Council will notify all Tenderers in advance of the date, time and venue of the clarification meeting. Peterborough City Council and Fenland District Council is under no obligation to hold a clarification meeting.
- 7.2 The clarification meeting will be for the purpose of demonstrating the Tenderer's understanding and proposed approach as outlined in their response to the Award Criteria Element.
- 7.3 During the clarification meeting, the Council's evaluation panel will question Tenderers on their Tenders to clarify any aspect of their Tender. This will include questioning certain aspects of the Award Criteria Element, Price Element and anticipated service. As Peterborough City Council and Fenland District Council requires security of provision, Clarification Meetings may be used to ascertain and confirm how a tenderer's bid provides robust delivery
- 7.4 Peterborough City Council and Fenland District Council's evaluation panel will use the results of the clarification meeting

to adjust the provisional scores allocated to the Tenderer's scoring criteria as outlined in their response to the Tender. The adjustment to the provisional scores will either be downwards, where a Tenderer's score cannot be justified as determined in accordance with the scoring methodology set out in Section 6 or adjusted upwards, where the Tenderer score did not truly reflect the Award Criteria Element and that the Tenderer would in fact be delivering a higher or excellent level of service than is made apparent from the scoring criteria.

- 7.5 Peterborough City Council and Fenland District Council need not hold a clarification meeting with any Tenderer who has such a low combined score for price and quality criteria, as evaluated from the scoring criteria that they could not be a successful Tenderer even if their scores were adjusted upwards as a result of the meeting. See section 6.

## **8.0 TUPE - TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006:**

- 8.1 Peterborough City Council and Fenland District Council is committed to ensuring compliance with the–
- 8.1.1 Transfer of Undertakings (Protection of Employment) Regulations (TUPE Regulations) 2006 and subsequent amendments;
  - 8.1.2 Cabinet Office Statement of Practice on Staff Transfers in the Public Sector;
  - 8.1.3 Cabinet Office Statement of Principles of Good Employment Practice for Government, Contracting Authorities and Suppliers; and
  - 8.1.4 Best Value Authorities Staff Transfer (Pensions) Direction 2007.
- 8.2 Peterborough City Council and Fenland District Council reserves the right not to accept any tender where the TUPE and/or pensions arrangements are not satisfactory to the Council.
- 8.3 At the time of issuing this ITT Peterborough City Council and Fenland District Council envisages that the staff working on the current service shall transfer to the contractor or its subcontractors, under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) along with the services. These employees are currently employed by the incumbent contractor. A TUPE list is enclosed as Appendix 5 in Sourcedogg; this sets out details of the third party employees

and their terms and conditions of employment and whether or not any of them are existing members of a pension scheme. Tenderers should note that further information may be forwarded in relation to TUPE which will need to be considered within their Tender. Tenderers are required to sign, date and return the TUPE Undertaking that is included within this ITT.

- 8.4 Tenderers are also REQUIRED as part of the tender submission to complete and return the TUPE Questionnaire found in Appendix 6 in Sourcedogg relating to TUPE and pensions that is included with this ITT. Tenderers' pricing models must include the costs associated with the TUPE transfer of these employees. If the costs associated with a TUPE transfer (including pension costs) are subsequently found to be lower than envisaged, the contractor shall make a corresponding reduction in the contract price.
- 8.5 Peterborough City Council and Fenland District Council does not make any warranty in respect of the following:-
- 8.5.1 the adequacy of the skills, experience or training of the employees identified on the TUPE list;
  - 8.5.2 that there will be sufficient numbers of transferring employees to enable the successful Tenderer to carry out the contract without reliance on other employee resources;
  - 8.5.3 the completeness or accuracy of the TUPE List or TUPE information; or
  - 8.5.4 employees identified for transfer are willing to do so.
- 8.6 Tenderers will be aware that where a TUPE transfer takes place the effect is that transferring employees transfer to the new employer (the winning Tenderer) on their existing terms and conditions of employment and the need.
- 8.6.1 to consult with relevant recognised Trade Unions and employees' representatives;
  - 8.6.2 to maintain existing rates of pay and terms and conditions of employment (and suitable pension provision); and
  - 8.6.3 to accept liability in respect of claims for redundancy, unfair dismissal and all other claims that may relate to the transferring employees.
- 8.7 Tenderers should take their own independent legal advice on the implications of TUPE and pensions before completing and submitting their tender to Peterborough City Council and Fenland District Council. (See above for the documentation that Tenderers must complete and submit as part of the tender).

- 8.8 Tenderers should also be aware that if they submit a tender on the basis that TUPE does not apply, they will have to demonstrate to Peterborough City Council and Fenland District Council's satisfaction that there are genuinely exceptional circumstances why TUPE should not apply
- 8.9 As regards pension provision for transferring employees, where employees originally transferred out from a public sector organisation as a result of an outsourcing, the Tenderer will be required to provide transferring employees continued access of the NHS Pension Scheme under a Pension Direction. Tenderers will be required to provide a copy of the Pension Direction prior to the contract award.
- 8.10 Peterborough City Council and Fenland District Council does not endorse any inference and or suggestion made by the providers of the information as to whether or not any of the cited staff contracts will transfer under TUPE provisions.

## 9 FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

- 9.1 Peterborough City Council and Fenland District Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").
- 9.2 As part of Peterborough City Council and Fenland District Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Framework Agreement to anyone who makes a reasonable request.
- 9.3 Peterborough City Council and Fenland District Council shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the Freedom of Information Act.
- 9.4 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 9.5 Peterborough City Council and Fenland District Council will

endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Peterborough City Council and Fenland District Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. Peterborough City Council and Fenland District Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

9.6 Peterborough City Council and Fenland District Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

9.6.1 has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

9.6.2 does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

9.6.3 in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

9.7 Tenderers should be aware that in compliance with its transparency obligations that Peterborough City Council and Fenland District Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

## 10 **DISCLOSURE AND BARRING SERVICE**

10.1 Peterborough City Council and Fenland District Council considers that where applicable the services may be subject to a standard/enhanced Disclosure and Barring Service (DBS) check at the expense of the Supplier. Peterborough City Council and Fenland District Council will insist that this is done prior to work commencing and Peterborough City Council and Fenland District Council must be able to inspect the records of all relevant employees prior to work commencing.

## 11 NATIONAL LIVING WAGE, NATIONAL MINIMUM WAGE

- 11.1 Tenderers will be required to ensure that all staff employed or workers otherwise contracted or subcontracted in relation to this Framework Agreement, who are based in or posted to the United Kingdom, shall be paid at rates no less favourable than those laid down by the National Minimum Wage Act 1998 as amended by The National Minimum Wage (Amendment) Regulations 2016 (as these may be updated by United Kingdom law).

## 12 TERMS AND CONDITIONS – E-TENDERING

### 12.1 Electronic Submission

- Peterborough City Council and Fenland District Council will only accept documents for Tenders or quotations placed on the E-Tendering System to be received electronically unless explicitly stated otherwise in the Tenderer's instructions.
- Tenders submitted via the Electronic Tendering system must be received in full prior to the closing time.
- If the electronic files containing the tender are corrupt, contain a virus or are unreadable for any reason, the Tender will not be considered.
- Immediately prior to submitting a Tender electronically the Tenderer must check the electronic files making up the Tender for viruses using fully current virus checking software and must remove all viruses from the files.
- Peterborough City Council and Fenland District Council accepts no responsibility for a provider misunderstanding instructions or incorrect use of the system.
- Tenderers acknowledge and accept, in respect of electronically transmitted tenders, that lodgement of large electronic files may take time and as such they must allow sufficient time to fully transmit all files prior to the closing time. (**No single file should be over 10mb.**)
- Peterborough City Council and Fenland District Council shall not be liable or responsible for the loss, damage, destruction or corruption of any Tender, however caused.

- Peterborough City Council and Fenland District Council until after the Tender closing time may not discover corruption or unreadable files submitted via the Electronic Tendering System.
- Faults in the Tenderer's system are not the responsibility of Peterborough City Council and Fenland District Council and no extension to the closing time will be made.
- The server clock within the E-Tendering System shall govern the time.