

**ESPO reference 384-14
Banking Services**

FURTHER COMPETITION
Lot 1 – General Banking Services
INVITATION TO TENDER:
(Part A)

Closing date for submission of tender
03/12/2014 - 12 Noon

Contents

This document is in two parts:

PART A

Part A is the invitation to tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document. Note: Part A does not need to be returned to Bracknell Forest Borough Council.

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PART B

Part B is the tender submission document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for completing and submitting a tender).

Glossary of Key Terms

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in the accompanying Appendices. For tenderers' convenience however, the following key terms, which are used throughout this document, are defined as follows:

Contract	means this specific contract let by the Customer under ESPO's Banking Services Framework (ref: 384-14).
Customer or Council	means Bracknell Forest Borough Council (being the public body which has opted to use the Framework to select and appoint a Supplier to provide banking services).
ESPO	means the Eastern Shires Purchasing Organisation.
Framework	means the framework arrangements established by ESPO for the provision of banking services to Customers by Framework Suppliers.
Framework Agreement	means the over-arching agreement number 384 for banking services between ESPO and the Supplier, setting out the general terms and conditions which will apply to all specific contracts (including this one) let under the Framework Agreement.
Framework Supplier(s)	means a supplier appointed onto the Framework for the provision of banking services.
Further Competition	means this exercise to reopen competition under the Framework, intended to secure formal quotations from all of the Framework Suppliers tailored to suit Bracknell Forest Borough Council's specific requirements.
Invitation to Tender	means this document, inviting Tenderers to submit a Tender.
Services	means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in section 2 of this document, Requirement.
Supplier	means the Supplier appointed by Bracknell Forest Borough Council as a result of this further competition under the Framework.
Tender	means the Tender submitted by the Supplier to the Customer.
Tenderer	means an organisation that submits a completed Tender in response to this Invitation to Tender document.

1.INTRODUCTION

1.1.1 This is an Invitation to Tender with information, instructions and guidance provided in Part A, following consideration of which the tender submission (Part B) should be completed and returned by all suppliers who wish to tender for the requirement described in the following pages.

1.2 Overview

- 1.2.1 The Council's current banking contract expires on 31st March 2015. The Council is therefore inviting providers to tender for the provision of banking services.
- 1.2.2 The service required includes the maintenance of bank accounts (including third party Appointee/Receivership Accounts), cash and cheque handling, BACS transaction processing and other money transmission services associated with local authority banking arrangements. The Council will also require an internet banking service for balance/transaction reporting and payment initiation.
- 1.2.3 The Council supports a local independent arts trust (registered as a charitable company limited by guarantee, charity number 265656) called South Hill Park Trust through annual grant funding. The Trust should benefit from the rates and terms agreed through this procurement process. It is intended that the Trust will enter into a contract with the successful tenderer on the same terms and contract period as the Council following completion of the evaluation of the tenders.
- 1.2.4 In this present instance, the Council is issuing this invitation to tender as a further competition under Lot 1 – General Banking of the ESPO's Banking Services Framework (reference 384-14).

1.3 Duration

1.3.1 The contract will be established for an initial period of 4 years. The contract is intended to start on 1st April 2015 or as otherwise agreed.

1.4 Questions and Contact Details

1.4.1 All requests for clarification (whether in relation to this document, the requirement or the tender submission document) should be submitted as soon as possible in writing by email (using 384-14) to:

Primary contact
Name
Position
Tel
Email
Address

1.4.2 A copy of all questions and answers raised will be maintained and distributed periodically to all recipients of the invitation to tender. If the tenderer expresses that the question is confidential and the Council agree that it is then the response will be sent only to the tenderer raising the question.

1.4.3 The Council will circulate a complete list of answers to all questions submitted by (up

to and including) 5pm on 26th November 2014. Questions received after this date may not be answered.

- 1.4.4 If you do not wish to submit a tender, please notify the Council by emailing Paul Webber and quoting the tender reference number. Under no circumstances should you pass this document on to a third party.

2.REQUIREMENT (including Specification)

2.1. Bank Accounts

2.1.1. The Council currently maintains the following main/corporate bank accounts:

1. Main Account
2. Direct Account
3. Investments Account
4. RD Receipts
5. Sundry Debtors
6. Council Tax
7. Business Rates
8. Mortgages
9. Housing Rents and Deposits
10. Leisure
11. Bullion
12. Number 1
13. Foster Care
14. Payroll
15. Easthampstead Park
16. Youth & Community Centres
17. Housing Benefits BACS
18. Council Tax Refunds
19. Business Rates Refunds
20. Accounts Payable Cheque Account
21. Housing Benefit Payable
22. Local Crisis & Emergency Housing Grants

2.1.2. In addition to the main accounts, the following bank accounts are also maintained:

Account Type	Number of Accounts (approx.)
School Imprest Bank accounts	38
Other Imprest Accounts	27
Other bank Accounts (e.g. rent deposit accounts, Electoral Services)	8
Third Party Appointee/Receivership Accounts	140 (Total Balance approx. £1.5m)

2.1.3. The Council will also require two Head Office Collection Accounts (HOCA's) - one for the receipt of Council Tax and one for the receipt of sundry debts.

2.1.4. South Hill Park Trust will require 3 main bank accounts.

2.1.5. Whilst it is likely that a similar suite of bank accounts will be required for the new contract, the Council will use the tender process as an opportunity to rationalise the number of accounts where possible.

2.1.6. The Council may require instant access deposit accounts depending on credit interest rates proposed for current account balances.

2.1.7. Tenderers must be capable of closing accounts/opening new bank accounts within 48 hours of receiving the appropriate instruction.

2.2. Bank Account Structure

2.2.1. All bank accounts (with the exception of the third party Appointee/Receivership accounts and any other accounts which hold non-Council balances) must be pooled for interest calculation purposes.

2.2.2. Accounts maintained by South Hill Park trust must be pooled in a separate grouping.

2.2.3. Tenderers must also be able to provide automatic transfers/sweeps (e.g. zero balancing sweeps) between specified accounts.

2.3. Transaction Volumes and Charges

2.3.1. An estimate of annual transaction volumes across all accounts is provided below:

Transaction Type	Council Main /School/ Imprest Accounts	Appointee/ Receivership Accounts	South Hill Park Trust	Total
Cheques Paid	16,207	2,218	119	18,544
Direct Debits	7,804	2,245	157	10,206
Standing Orders	16	2,008	27	2,051
Transfer Debits	2,868	24	3	2,895
Other Debits	898	33	243	1,174
Debit Card Transactions	0	10	0	10
Credits Paid In	1,978	259	43	2,280
Automated Credits	9,979	7,657	355	17,991
Faster Payments Credit	4,770	25	84	4,879
Transfer Credits	4,114	0	129	4,243
Other Credits	2,026	1073	54	3,153
Cash Paid In - Branches	£238,297	£36,263	£41,662	£316,222
Cash Out - Branches	£72,922	£103,808	£3,885	£180,615
Cash Paid Out-Processing Centre - Coin	£365,000	£0	£720	£365,720
Cash Paid Out-Processing Centre - Notes	£80,700	£389,300	£0	£470,000
Notes Paid In - Cash Centre	£4,667,600	£0	£0	£4,667,600
Coin Paid In - Cash Centre	£127,860	£0	£0	£127,860
Bulk Cheques Deposited	24,227	13	0	24,240
Cheques Paid In - Branches	4,615	286	333	5,234
Unpaid Cheques	159	0	5	164
Stopped Cheques	44	0	0	44
BACS Transactions	501,548	0	0	501,548
BACS Files	565	0	0	565
BACS Recalls	103	0	0	103
HOCA Transactions				
Branch Counter/Consumer Deposits	1,140	0	0	1,140
BACS/Faster Payment Receipts	13,062	0	0	13,062

Internet Banking Transactions				
CHAPS	250	0	0	250
Faster Payments	260	0	0	260

- 2.3.2. The volumes of transactions quoted are only indicative and are based on actual volumes seen over a recent 12 month period. Tenderers should note that the volumes will fluctuate over the contract period. The Council will not be liable for the successful bank's unanticipated costs arising from fluctuations in volumes.
- 2.3.3. Transaction charges must be calculated based on an agreed tariff per transaction type. Charges for Council Main /School/ Imprest and Appointee/ Receivership Accounts must be debited to a single bank account nominated by the Council either monthly or quarterly in arrears. Charges relating to South Hill Park Trust must be debited to their respective account.
- 2.3.4. Should the Council decide to appoint a new bank following expiry of this contract, it is likely that there will be residual transactions posted to the old accounts for several months after the contract end date. Tenderers must hold pricing at the agreed levels for all transactions handled post the contract end date for a minimum period of 6 months.

2.4. Bulk Deposits/Withdrawals

- 2.4.1. The Council's contracted security carrier (currently Loomis) collect cash/cheques from the Council's cash office, leisure centres and libraries. Cash deposits are currently counted/processed by Loomis prior to depositing via a bulk till arrangement. Cheques are delivered to the current bank's cheque processing centre (managed by iPSL).
- 2.4.2. Although cash is currently counted /processed by Loomis, in order to reduce security carrier costs the Council would like to consider the option of Loomis delivering cash direct to a nominated cash processing centre. The average value of cash deposits are as follows:

	Annual Value	Estimated Average Value
Notes Deposited	£4,667,600	£2812
Coin Deposited	£127,860	£65

- 2.4.3. Any differences identified in the bulk deposits (i.e. where the difference is above a minimum amount - figure to be agreed) must be notified to the Council within 1 (one) working day of receipt of the deposit.
- 2.4.4. Loomis also deliver notes/coin to a number of Council Locations (e.g. leisure centres, social services etc). The deliveries are arranged direct with Loomis (i.e. who arrange for the appropriate bank account to be debited with the value of cash provided).
- 2.4.5. An estimated breakdown of the cash provided is detailed below:

	Annual Value	Number of Deliveries
Notes	£470,000	270
Coin	£365,000	

- 2.4.6. Tenderers must make available appropriate cash/cheque processing centres that would handle bulk deposits and withdrawals from the Council's contracted security carrier.
- 2.4.7. Cash deposits must be posted to the appropriate bank account on the day of delivery to the processing centre/branch (assuming agreed cut-off times are met) and must be cleared for interest calculation purposes on the same day. Cheque deposits must be cleared for interest calculation purposes two working days after the delivery/deposit date (i.e. cheques delivered to the processing centre before the agreed cut-off time on Monday must be cleared on Wednesday).

2.5. Branch Deposits & Withdrawals

- 2.5.1. Schools and other Council locations will require access to local branches in order to deposit cash/cheques and make petty cash withdrawals.
- 2.5.2. Tenderers must make available a suitable branch network in order to service this requirement.

2.6. Cheque and Credit Books

- 2.6.1. The Council will arrange printing of its own bespoke cheque stationery for the main payment accounts. Standard bank cheque books will however be required for imprest and other accounts.
- 2.6.2. Standard credit books will be required for the majority of bank accounts.
- 2.6.3. Standard cheque and credit books must be delivered within 10 days of the order.

2.7. Statements/ Return of Vouchers/ Stopped Cheques

- 2.7.1. Paper statements for the main accounts will not be required. Paper statements for other accounts will be required depending on accessibility of the proposed internet banking service. The precise regularity of statements will be agreed during implementation.
- 2.7.2. The routine return of all paid cheques is not required. Paper HOCA vouchers will however be required if daily electronic data files (see 2.9) provide insufficient reconciliation data.
- 2.7.3. The Council will require refer to drawer cheques to be returned to us and a process for stopping cheques.

2.8. Internet Banking

- 2.8.1. The Council will require a secure internet/browser based service that (as a minimum) provides the following functionality.
- Real time balance and transaction reporting (i.e. for all bank accounts maintained) from 8am each working day.
 - The ability to initiate Sterling CHAPS payments up to 3.30pm each working day.
 - The ability to initiate international payments
 - The ability to initiate single BACS and/or Faster payments and inter-account transfers.

- The ability for schools to access their own individual accounts for balance/transaction reporting and to initiate Faster Payments

2.8.2. The proposed service must allow service administrators to set different user access rights (e.g. to restrict access to specified bank accounts) and to configure different payment permissions (i.e. input, authorise, release). It must also allow payment limits to be set for each user.

2.8.3. Secure access must be maintained through the use of security tokens/random code generators issued to users or smart cards/pins issued to users which are either inserted into remote random code generators or smart card readers connected to the PC via a standard USB port.

2.8.4. It is estimated that a total of around 100 users will require access to the service as follows:

Council – 15

Social Services (i.e. to access Appointee/Receivership Accounts- 5

Schools (i.e. estimated 2 users per school) - 80

2.8.5. An internet banking telephone helpdesk service must be made available each working day from 8am to 5pm.

2.8.6. On-site training for the proposed internet banking service will need to be provided both at implementation stage and on an ongoing basis.

2.8.7. Should the Council be unable to access the proposed internet banking service (i.e. through failure of the Council or bank's systems) the following contingency arrangements must be made available:

- Balance/transaction information to be provided to verified Council officers via phone, fax or e-mail within 1 hour of the request.
- CHAPS and Faster Payment instructions to be sent by fax, e-mail or delivered to a local branch. Payments must be initiated on the day of request assuming agreed cut-off times are met. Appropriate security procedures are to be followed by the bank to verify the payment instructions.

2.9. Reconciliation Data Files

2.9.1. The Council will require daily transaction files containing main account and HOCA transaction data. The files must be delivered either in a CSV format or a EBCDIC format.

2.10. Credit Facilities

2.10.1. The following credit facilities must initially be made available:

Limit Type	Amount
Overdraft Facility	£100,000 (Gross £1,900,000)
BACS Limits	£12,624,000
Daylight Exposure Limit	£10,000,000

2.10.2. Appropriate Direct Debit sponsorship must also be provided.

2.10.3. All limits will be reviewed periodically.

2.11. BACS

- 2.11.1. 10 Service User Numbers (SUNS) are currently maintained by the Council. The Council will require 21 BACS user cards.
- 2.11.2. A BACS helpdesk service must be made available to provide technical assistance on all BACS related issues. The helpdesk team must be contactable by telephone and e-mail and be available to resolve issues between 9am and 5pm each working day.

2.12. Relationship Management & Query Handling

- 2.12.1. The Council must be allocated a suitably qualified and experienced relationship manager. The relationship manager must be a public sector specialist and have experience of managing organisations of a similar scale to the Council.
- 2.12.2. The Council must be provided with appropriate contact details (to include direct telephone numbers and e-mail addresses) of nominated staff that will deal with queries in relation to:
 - Day to day transactions/ mis-posting errors / Stopped cheques etc
 - BACS and Direct Debit processing
 - Internet banking service
 - Bulk cash and cheque deposits
- 2.12.3. The Council may occasionally request copies of paid cheques or credit slips (e.g. to resolve transaction queries/disputes). Copies of cheques/credit vouchers processed within the previous six years must be made available.
- 2.12.4. Copies of cheques/credit slips must be provided (by email or via the proposed internet banking service) within 5 working days of the request. Email or written confirmation of account changes is also required.

2.13. Implementation

- 2.13.1. Tenderers must allocate a suitably qualified and experienced implementation manager to the project. The implementation manager must have experience of implementing organisations of a similar scale to the Council. Specific experience of implementing other large unitary authorities is preferred.
- 2.13.2. The implementation project must be delivered free of charge.

3. PROCUREMENT PROCESS

3.1 Overview

- 3.1.1 The Council is using this invitation tender to conduct a further competition exercise underneath ESPO Framework Agreement reference 384-14 for the provision of General Banking Services.
- 3.1.2 All suppliers awarded on Lot 1 (General Banking Services) of the framework are invited to submit a tender. All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.
- 3.1.3 Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with section 5, Instructions for submitting a tender of this document.
- 3.1.4 At the Council's discretion, tenderers may be invited to clarify their tender, as an aid for evaluators to fully understand their offers. All tenderers should nonetheless take care to fully explain their offering in their tender submission.
- 3.1.5 Presentations and/or interviews may be held as part of the evaluation process and more details are provided in the next section of this invitation to tender. As stated above however, the right is nonetheless reserved to seek additional information or clarification at any stage, which may include requesting additional information from tenderers if appropriate. Please see section 4, Evaluation of Tenders, for further information on how these will form part of the evaluation process.
- 3.1.6 The framework will be awarded to the tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in section 4, Evaluation of Tenders).

3.2 Indicative Procurement Timetable

- 3.2.1 The following indicative timetable is provided for tenderers' benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Council.

Stage / Activity	Indicative Date
Invitation to Tender document issued	
Closing date for clarification questions	
Closing date for submission of tenders	
Preliminary evaluation of tenders	
Contract award	
Contract start date	1 st April 2015

4.EVALUATION OF TENDERS

4.1 Overview

- 4.1.1 All completed tenders received will be evaluated by officers of the Council and external advisors (as appropriate).
- 4.1.2 In order to be transparent, and in order that tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any tenderer not understand any element, they should in first instance make contact with the Council as per the contact details on page 4.
- 4.1.3 Tenderers will initially be evaluated on being able to meet the mandatory requirements detailed in the sections listed below.

Section	Total Score Available
Company Details	Information Only
Compliance with Specification	Pass / Fail

- 4.1.4 The 'Compliance with Specification' section will be assessed on a Pass/Fail basis. Therefore if a tenderer cannot or is unwilling to comply with the specification, their tender may be excluded from further consideration. Significantly non-compliant bids may also be rejected.
- 4.1.5 Tenders that fail to meet any of the mandatory requirements shall be rejected at this stage and eliminated from the process. Tenders that meet the mandatory requirements shall then go forward to be assessed against the criteria described below.
- 4.1.6 The following price and quality weightings will be used to determine the most economically advantageous tender:
- Quality 50%
 - Price 50%
- 4.1.7 The methodology for evaluating tender submissions against these criteria is as follows:

4.2 Price 50%

- 4.2.1 As part of this assessment, tenderers are required to outline their estimated cost over the four year contract period in the Pricing Schedule included in the Tender Submission Document. Anticipated implementation costs to the proposed prices should be included in the tender pricing as appropriate. The Council has estimated its internal cost of changing supplier to be £15,000 which figure will be added, for cost evaluation purposes, to tender prices other than those submitted by the current incumbent.
- 4.2.2 The Total Cost score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.
- 4.2.3 Please note that:

- Any tender that is found too low to be credible will be excluded from further consideration. In this instance, the Council will initially clarify with the tenderer whether the pricing is correct and has been interpreted correctly. As part of the clarification, evidence will be required to demonstrate that the charges are accurate, achievable and sustainable. If following the clarification, any charge is found to be abnormally low, that tender will be rejected in accordance with the Public Contract Regulations 2006 regardless of how many points it scores in all other aspects.
- Any tender which is found to be too high to be acceptable will be excluded from further consideration. In this instance, the Council will initially clarify with the tenderer concerned whether the pricing is correct and has been interpreted correctly. If following the clarification, any charge is found to be too high to be acceptable, that tender will be rejected in accordance with the Public Contract Regulations 2006 regardless of how many points it scores in all other aspects.

4.3 Quality 50%

4.3.1 Quality accounts for 50% of the total tender score. Tenderers will be asked to provide a response to the following sections within the Tender Submission Document.

Section	Total Score Available
Company Details	Information Only
Quality Questionnaire	50%

4.3.2 When completing the Quality Questionnaire tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included, but wherever possible tenderers should demonstrate how they will go further than what is being asked for, to add value.

4.3.3 Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

4.3.4 Each response will be evaluated individually, one by one in order. When scoring each response, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your tender submission.

4.4 Scoring Scale

4.4.1 Unless stated otherwise in the question, responses will be assessed on a scale of 0 to 4 points, as detailed in the table below:

In the evaluating officers' reasoned opinion, the response is	
0	Unacceptable Response. No response, response not relevant or question not answered.
1	Poor. The response is partially compliant, but with serious deficiencies in meeting service requirements (any supporting evidence is minimal).
2	Fair. The response is compliant (some evidence may be provided which supports compliant elements) with shortfalls in meeting service requirements. Any concerns are of a minor nature.
3	Good. The response is compliant and offers relevant evidence to

	support their claims, clearly indicating that service requirements would be met.
4	Excellent. The response is compliant and offers relevant detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements.

4.5 Weightings

4.5.1 Tenderers scores for each question will be multiplied by the relevant weighting to result in a 'weighted score' for that question. The evaluation spreadsheet which details any **sub-criteria** and formulae used in the evaluation is attached as Section 8 of this ITT.

4.5.2 The following schedule details the individual questions and weightings:

Question		
1	Branch Network	
2	Debit Interest Rate	
3	Credit Interest on Council Balances	
4	Credit Interest on Appointee Receivership Balances	
5	Third Party HOCA Deposits	
6	Relationship Management	
7	Innovation	
8	Implementation Project	
9	Implementation Manager	
Total		

4.6 Award of Contract

4.6.1 Upon conclusion of the evaluation, the scores for price and quality will be combined to give a total score out of 100 and the tenderer with the highest number of points will be awarded the contract.

4.6.2 The tenderer to be offered the contract will be advised accordingly via letter. Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation criteria described above.

4.6.3 Tenderers whom it is proposed will not be offered the contract will be advised of this via letter and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

4.6.4 The award of the contract will be subject to a standstill period of at least 10 days between the notification of award decision and contract conclusion. If representations are received during the standstill period, the Council may have to suspend the making of the contract and extend the standstill period until any issues have been resolved.

4.6.5 All tenderers are advised that they should not take any action for example commencing the delivery of or implementation of services or commencement of works, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such

confirmation is received. In any event, tenderers must seek prior approval from the Council, before undertaking any marketing activity.

- 4.6.6 The Council does not bind itself to accept the lowest or any tender, and unless a tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.
- 4.6.7 Upon conclusion of all the above stages, a formal contract will be entered into between the Council and the successful tenderer. The terms and conditions governing the contract will be those agreed between ESPO and the successful tenderer as part of the overarching framework agreement. Unless and until a formal contract is prepared and executed, the tenderer's tender submission, together with the Council acceptance thereof, shall constitute a binding contract between the parties. Please see Section 7 for further details on the terms and conditions.

5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER

5.1.1 You have received one copy of this Invitation to Tender document. We require you to submit three PAPER copies and one ELECTRONIC ON CD (email or USB copies are not permitted). We also recommend you keep a copy for your own records.

5.2 Completing the invitation to tender

5.2.1 To enable evaluating officers to assess fully the tenderer's suitability all of the information requested in this invitation to tender must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

- Please answer every question.
- Questions must be answered in English.
- When posed with Yes / No questions, please either circle your answer or delete as applicable.
- All other questions will require you to input text or numbers, or to tick boxes.
- Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
- If the question does not apply to you please write N/A; if you don't know the answer please write N/K.

5.2.2 Only the information contained within this invitation to tender or otherwise communicated in writing by the Council to the tenderer should be considered when submitting your tender.

5.2.3 Any information and/or documents submitted on or with this tender must relate to the tenderer only - the tenderer being the organisation which it is proposed will enter into a formal contract should their tender be successful. (All responses and submissions provided by the tenderer will form part of that contract). The Council may seek further clarification from the tenderer following submission of completed forms where required.

5.3 Format of Tender Submission

5.3.1 Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

5.3.2 You should complete and submit all schedules in Part B of this document, namely:

1. Company Details and General Information
2. Quality Questionnaire
3. Pricing Schedule
4. Freedom of Information Exclusion Schedule
5. Tendering Declaration
6. Enclosures Checklist

5.3.3 The declaration must be signed by a director, partner or other senior authorised

representative in her / his own name and on behalf of the organisation. The details contained in each tenderer's response may be specified in any contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.

5.4 Submitting your tender

5.4.1 Three paper copies of your completed tender (Part B of this document) and all associated documentation, together with an electronic copy (on CD) should be submitted to the Council. The tender submission envelope should be addressed as per the example below and must not bear any mark identifying the name of the tenderer/sender.



5.4.2 Completed tender submissions must be received by . Tenders submitted after the time and date shown will be rejected and returned to the tenderer unless clear evidence of either posting (by first class post on a day preceding the closing date), or dispatch by an appropriate courier service booked to achieve the deadline closing date is available. Late tenders received by either of the above methods will automatically be rejected. Tenders may NOT be submitted by fax or email.

6.CONDITIONS OF TENDER

6.1.1 In submitting a response to this Invitation to Tender, tenderers do so on the conditions set out below. In the event of any breach of the conditions the Council shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

6.2 Warnings and disclaimers

6.2.1 Tenderers should consider only the information contained within this invitation to tender, or otherwise communicated in writing to tenderers, when preparing their tender.

6.2.2 Information supplied by the Council (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Council cannot accept responsibility for any inaccurate information obtained by tenderers.

6.3 Tenderer conduct and conflicts of interest

6.3.1 Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.

6.3.2 The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

6.3.3 Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.

6.3.4 Tenderers must not, in connection with the proposed contract:

- offer any inducement, fee or reward to any member or officer of the Council
- do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
- canvass any of the persons referred to above in connection with the contract; or contact any member or officer of the Council or any person acting as an advisor to the Council (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the contract) about any aspect of the proposed contract or for soliciting information in connection therewith.

6.3.5 Tenderers are responsible for ensuring that no conflicts of interest exist between the tenderer and its advisors and the Council and its advisors. Any tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Council.

6.4 Tenderer's responsibility to submit a complete tender

6.4.1 It is the tenderer's responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Council are not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Council may offer a tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender

takes place, provided that in the judgement of the Council this does not adversely affect the integrity and fairness of the tender exercise.

6.4.2 Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 120 days from the return date.

6.5 Bid costs

6.5.1 The Council will not be liable for any tender costs, expenditure, work, or effort incurred by a tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by the Council.

6.6 The Council's rights

6.6.1 The Council reserves the right to

- Seek additional information or clarification from tenderers at any time during the tender process.
- Disqualify any tenderer that does not submit a compliant tender, in accordance with the instructions given in this invitation to tender.
- Disqualify any tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
- Withdraw this invitation to tender at any time, and to re-invite tenders on the same or any alternative basis.
- Choose not to award any contract as a result of the procurement process.
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process.
- Retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

6.7 Confidentiality and Freedom of Information Act

6.7.1 This invitation to tender is made available on condition that its contents (including the fact that the tenderer has received this invitation to tender) is kept confidential by the tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the tenderer to submit a tender.

6.7.2 As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

6.7.3 The 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 FOIA.

6.7.4 While the Council aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Council in the form provided in the Tender Submission Document (i.e. the Freedom of Information Exclusion Schedule).

6.7.5 Tenderers should be aware that, in compliance with its transparency obligations, the Council may publish details of its contract(s), including the contract values and the identities of its suppliers on its website.

6.7.6 More information is available on www.ico.org.uk

6.8 Publicity

6.8.1 No publicity regarding the contract or the award of any contract will be permitted unless and until the Council has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Council.

7. TERMS AND CONDITIONS

- 7.1 By submitting a bid, tenderers are agreeing to be bound by the call-off terms and conditions without further negotiation or amendment, and must sign the Tendering Declaration accordingly.
- 7.2 Should a qualification of offer be made to change the terms and conditions by any tenderer, then grounds will exist to exclude should bids from further consideration.

8. EVALUATION SPREADSHEET

- 8.1 The evaluation spreadsheet attached details the evaluation process.