Invitation to Tender

Tender No:	RB/LCC/CAS/25/1957
Tender Title:	Plant & Vehicle Hire (Operated & Non-Operated) and Associated Services
Tender Return Deadline:	**27th November 2026 (12 Noon)**

This Invitation to Tender package comprises:

The Invitation to Tender (ITT)

Within this document:

1. Definitions and Interpretations
2. Introduction and background
3. Tender Timetable
4. Tender Completion Information
5. Tender Evaluation Model
6. TUPE

Provided as separate documents:

ITT Appendix 1 - Form of Tender (mandatory return)
ITT Appendix 2 - Procurement Specific Questionnaire (mandatory return)

For each Lot you are tendering for, you must complete and return the relevant Appendix 3 with your submission. Appendix 3 is a mandatory return document

ITT - Appendix 3 (A)_Award Stage Questionnaire Lot 1_Non Operated Plant
ITT - Appendix 3 (B)_Award Stage Questionnaire Lot 2_Operated Plant
ITT - Appendix 3 (C)_Award Stage Questionnaire Lot 3_Operated Vehicles
ITT- Appendix 3 (D)_Award Stage Questionnaire Lot 4_Non Operated Vehicles
ITT - Appendix 3 (E)_Award Stage Questionnaire Lot 5_Specialised Pumps
ITT - Appendix 3 (F)_Award Stage Questionnaire Lot 6_Welfare
ITT - Appendix 3 (G)_Award Stage Questionnaire Lot 7_Specialist Vehicles

ITT Appendix 4 - SIS Declaration of Intent (mandatory return)
ITT Appendix 5 - Evaluation Criteria
ITT Appendix 6 - Document Checklist Not Used
ITT Appendix 7 - Commercially Sensitive Information (optional return)
ITT Appendix 8 - SIS Sample Supplier Participation Agreement
ITT Appendix 9 – Key Performance Indicators (KPI)
ITT Appendix 10 – Service Specification
ITT Appendix 11 - HIRED PLANT 12mth Usage Data (Request Database)
ITT Appendix 12 – Framework Agreement
ITT Appendix 13 – Call Off Terms and Conditions
ITT Appendix 14 - Price Schedule (mandatory return)

Protocol Documents

ITT Appendix 15 - Depot Deliveries Restrictions_Issue6

ITT Appendix 16 - Highways Service Depot Locations V2 - Oct-26

ITT Appendix 17 - LHS G 021_HS Guidelines for contractors Feb 22 (002)

The Framework Agreement and Schedules

Provided as separate documents:

ITT Appendix 12 - Framework Agreement for the Provision of Plant & Vehicle Hire (Operated & Non-Operated) and Associated Services

Schedule 1 – ITT Appendix 10 – Service Specification

Schedule 3 - ITT Appendix 14 - Price Schedule

Schedule 5 - ITT Appendix 13 –Framework Call Off Terms and Conditions

Schedule 7 - ITT Appendix 9 – Key Performance Indicators (KPI)

Schedule 9 – Suppliers Tender return

Schedule 9 - ITT Appendix 7 - Commercially Sensitive Information

Schedule 10 - ITT Appendix 8 - SIS Sample Supplier Participation Agreement

1. DEFINITIONS AND INTERPRETATIONS

In this Invitation to Tender ("ITT") except where the context otherwise requires, the following words and expressions shall have the following meanings:

"Associated Supplier(s)	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
"Authority"	means Lancashire County Council;
"Award Stage Questionnaire"	means any method statement or project-related assessment questions as further detailed in ITT Appendix 3, to be scored in accordance with ITT Appendix 5;
"Business Days"	means Monday to Friday excluding United Kingdom bank holidays;
"Central Digital Platform" (CDP)	means the online system defined by regulation 5(2) of the Procurement Regulations 2024.
"Clarifications Log"	means a list of clarifications and Authority responses, published on the e-tendering portal;
"Contract"	means the Framework Agreement including Call-off Terms and Conditions as published with this ITT;
"Evaluation Criteria"	means the criteria Tenders will be marked against as part of the Award stage of this ITT, as further detailed in ITT Appendix 5;
"FOIA"	means Freedom of Information Act 2000 or any such regulation succeeding it;
"ITT"	means this Invitation to Tender;
"LCC TOMs"	means Lancashire County Council Themes, Outcomes and Measures. A complete list available here https://www.lancashire.gov.uk/business/social-value/lancashire-toms-methodology-and-partners/
"PCR 2015"	means the Public Contracts Regulations 2015 or any such regulation succeeding it;

"Price"	means the tendered price for the Services specified in Appendix 14 exclusive of Value Added Tax (VAT) or such other price as may be agreed between the parties and evidenced in writing when purchasing the Services;
"Procurement Legislation"	means the Procurement Act 2023 and/or the Public Contracts Regulations 2024 as applicable and as amended or succeeded;
"Services"	means all the services to be performed under the Contract and shall where the context admits include any materials articles and goods provided together with the services;
"Social Value"	means the measures taken to consider the wider economic, community or environment benefits that can be generated through the Authority's activities and services;
"Social Value Portal"	means the Social Value Portal Limited, provision support with measure and reporting of Social Value during procurement and contract management;
"Social & Local Economic Value" (SLEV)	means the social and local economic benefit created as part of the Contract, expressed as a percentage of Contract Price.
"Tender"	means a Tenderer's response to this ITT;
"Tenderer"	means an organisation submitting a Tender to provide the Services;
"Tender Return Deadline"	means the date upon which Tenderers must submit their Tenders in response to this ITT;
"Timetable"	means the list of key dates for this procurement provided in Paragraph 0 of this ITT, which may change from time to time;
"TUPE"	means Transfer of undertakings (Protection of Employment) Regulations 2006 SI2006/246) or any such regulation succeeding it;

2. INTRODUCTION AND BACKGROUND

2.1 Introduction to the Authority

Lancashire County Council is the fourth largest Local Authority in England and Wales and employs approximately 35,000 staff. It serves a population of 1.1 million which is rich in cultural diversity, and covers an area of 3,070 sq. km.

Further information about Lancashire County Council can be found at:

http://www.lancashire.gov.uk

The Authority is conducting the procurement using a below-threshold open tender procedure in accordance with the principles of the Procurement Legislation for the purpose of procuring the Services described in the Specification.

This ITT contains further information about the procurement process, the Services, and assessment questions for Tenderers to complete. Each Tenderer's response (**Tender**) should be detailed enough to allow the Authority to make an informed selection of the most appropriate solution.

Tenderers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers (as applicable) for the purposes of this Procurement. Tenderers must notify the Authority immediately if they are unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

2.2 Scope of the Project

Lancashire County Council is undertaking a procurement exercise to establish a multi-lot, multi-supplier framework for the provision of Plant & Vehicle Hire (Operated & Non-Operated) and Associated Services, with an estimated total value of £11.6m over a four-year term.

The framework will support Lancashire County Council Fleet and Highways service areas, and will cover a broad range of plant items over 7 lots as detailed below;

Lot 1 – Non-Operated Plant
Lot 2 – Operated Plant
Lot 3 – Operated Vehicles
Lot 4 – Non-Operated Vehicles
Lot 5 – Specialised Pumps
Lot 6 – Welfare
Lot 7 – Specialist Vehicles, including coach-built and specialist build vans

There are items within each Lot that are identified as Core Items and Non-Core Items within the Pricing Schedule. Core Items represent frequently required or

operationally critical items. Non-Core Items represent less frequently required, specialist, ancillary, lower-volume or project-specific items.

The key objectives of this procurement are to deliver value for money, improve plant availability and response times, enable flexible and responsive hire arrangements, strengthen data visibility and demand management, and ensure full compliance with statutory and safety requirements including LOLER and PUWER.

The commercial approach will be based on a rate card pricing structure, including hourly, daily, weekly and 4 weekly inclusive hire rates, and clearly defined additional costs.

The framework will enable Direct award from a rate card this will be the main route / method of ordering. The framework will also facilitate Mini-competition for non-core items not provided for on the rate card, off-schedule, long-duration or project bundles.

Suppliers may tender for one or more Lots. The Authority intends to appoint a specified number of suppliers to each Lot as detailed in the table below to maintain resilience, availability, value for money and operational coverage across Lancashire.

Lot	Intended Number of suppliers to be appointed to each lot	Method
Lot 1 Non-Operated Plant	**4**	Direct award from rate card is intended to be the main route Mini-competition for non-core items, off-schedule, long-duration or project bundles.
Lot 2 Operated Plant	**3**	Direct award for standard items using ranking, rate and availability; mini competition for complex, longer-term or bundled works.
Lot 3 Operated Vehicles	**3**	Direct award from rate card for routine requirements mini-competition for longer-duration, complex, non-core or project-specific requirements.
Lot 4 Non Operated Vehicles	**3**	Direct award from rate card for standard hires mini-competition for long-duration, high-value, non-core or unusual requirements.
Lot 5 Specialised Pumps	**2**	lower-volume and more specialist; mini-competition where requirements are bespoke, long-duration or project-specific.
Lot 6 Welfare	**3**	Direct award for standard welfare units; mini-competition for larger site accommodation packages or longer-duration requirements
Lot 7 Specialist Vehicles	**3**	Requirements are likely to be niche, lower-volume or bespoke, Direct award if possible or mini-competition

The Authority does not guarantee any volume or value of work under any Lot. Orders will be placed as and when required in accordance with the Framework Agreement and Call-Off Contract terms.

Current Arrangements

The current framework for these services comprises five lots and is due to expire on 30 September 2026.

2.3 Value of the Framework

The spend on this framework is estimated to be £11.6m over four years (£2.9m per annum).

Breakdown of Spend per Lot

Lot	Description	£- PA
1	Non-Operated Plant	£480,000.00
2	Operated Plant	£550,000.00
3	Operated Vehicles	£700,000.00
4	Non-Operated Vehicles	£445,000.00
5	Specialised Pumps	£45,000.00
6	Welfare	£380,000.00
7	Specialist Vehicles, including coach-built and specialist build vans	£300,000.00
	Total	**£2,900,000**

Note: details of value or potential future uptake is given in good faith to assist you in submitting your Tender. They should not be interpreted as an undertaking that this will be the value of the Services and do not form part of the Framework Agreement.

2.4 Framework Agreement Term and Lotting

The Authority is seeking to establish a Framework Agreement (Framework) with the successful Tenderer(s).

Tenderers are invited to bid for all or any of the following Lots:

Lot 1 – Non-Operated Plant
Lot 2 – Operated Plant
Lot 3 – Operated Vehicles
Lot 4 – Non-Operated Vehicles
Lot 5 – Specialised Pumps
Lot 6 – Welfare
Lot 7 – Specialist Vehicles, including coach-built and specialist build vans

The Framework period will be forty eight (48) months (4 Years).
The total duration of the framework will not exceed forty eight (48) months

The anticipated Commencement Date of the framework is 1st December 2026.

Lancashire County Council reserves the right to re-tender any Framework Lot where a merger, acquisition, takeover, or other corporate restructure involving appointed Framework Suppliers results in a reduction in the number of independent suppliers capable of supporting genuine competition under that Lot. Where LCC determines that effective competition can no longer be maintained, it may undertake a further procurement exercise for the affected Lot or Lots to reinstate a competitive marketplace.

2.5 Purpose and scope of this ITT

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

2.6 Use of Framework Agreement by third parties

Lancashire County Council is the only authority that can use this Framework Agreement.

2.7 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be submitted through the e-tendering portal as described in Paragraph 4.
The Authority will respond to all reasonable clarifications as soon as possible and without revealing the identity, will publish the Tenderer's question and the Authority's response to all suppliers who have expressed an interest in the tender on the e-tendering portal.

If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all potential Tenderers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all potential Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in Paragraph 0 Tenderers are advised not to rely on communications from the Authority

in respect of the scope of the project or this ITT unless they are made in accordance with these instructions.

2.8 Clarifications about the contents of the Tenders

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.

Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

Clarification requests may be undertaken via electronic means or where necessary, attendance by the Tenderer's representative to LCC premises at County Hall, Fishergate, Preston, PR1 0LD.

2.9 Prevent Duty for Local Authorities

The Tenderer will have due regard to the need to prevent people from being drawn into Terrorism in line with the 'Prevent Duty for local authorities' within the Counter Terrorism and Security Act 2015. For further information, refer to this link.

https://www.gov.uk/government/publications/prevent-duty-guidance

2.10 Supplier Incentive Scheme (SIS)

The Authority has undertaken an in-depth analysis of their purchase to pay processes in order to optimise them to drive efficiencies and provide additional benefits to our suppliers. As a result of these investments the Authority are able to offer an enhanced service to our key suppliers through their Procurement, Finance and Accounts Payable departments. Tenderers are, therefore, offered the opportunity to join the Supplier Incentive Scheme (SIS).

The benefits to your company are:

- ✓ Improved cash flow through early payment of invoices – the target is to pay 10 days after receipt of invoice
- ✓ Increased process efficiency via e-invoicing
- ✓ Dedicated processing and query resolution
- ✓ Enhanced channels of communication due to an improved P2P process
- ✓ Enhanced client satisfaction focusing on service delivery rather than transactional performance

The improvements in the P2P processes allow the Authority to pay your invoices early. In return for paying ahead of the Authority's standard 30 day terms, a small rebate is deducted. The rebate is calculated dynamically and is proportionate to the number of days we accelerate your payment (the number of elapsed dates between the receipt of your invoice and the date it is paid). See Rebate Table set out in ITT Appendix 8 - SIS Sample Supplier Participation Agreement. The rebate is only applied if payment is made ahead of terms.

Please note the payment date is the date the payment leaves the Authority's bank account and not the date it is received in the Tenderer's bank account.

Participation in the Lancashire Supplier Incentive Scheme is optional. However, any offers to participate will be evaluated as part of the tender price evaluation (see ITT – Appendix 5). More details on the Lancashire Supplier Incentive Scheme are available on request. The sample Participation Agreement is set out in Appendix 8.

Tenderers must complete the Declaration of Intent set out in ITT – Appendix 4 even if they do not participate in the SIS. If Tenderers do not wish to participate in the SIS, they must indicate this in the Declaration of Intent by completing the relevant box. The Declaration of Intent forms part of the evaluation process. Failure to return will invalidate the bid.

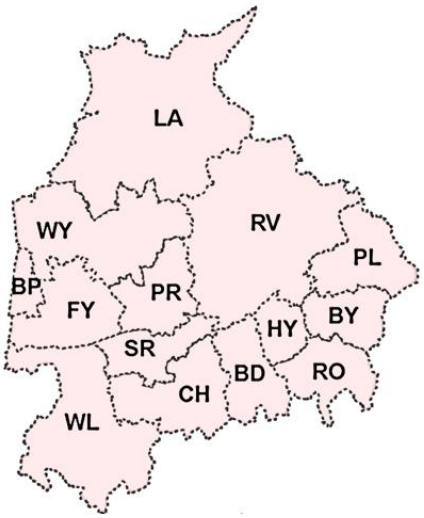
The Authority reserves the right to refine or remove individual features and benefits of the Scheme according to specific circumstances and at any time.

2.11 Social Value

The Public Services (Social Value) Act 2012 places an obligation on the Authority to consider how what is being procured will improve the economic, social and environmental well-being of the local area ("Social Value"). The Authority is committed to a performance and evidence-based approach to Social Value based on the National TOMs (Themes, Outcomes and Measures).

Social Value must be deliverable in the local area as defined by the Authority. 'Local' is defined as being the Greater Lancashire area (NUTS code UKD4), that includes the following unitary authorities and districts with their ONS codes;

BD = Blackburn with Darwen, E06000008
BP = Blackpool, E06000009
BY = Burnley, E07000117
CH = Chorley, E07000118
FY = Fylde, E07000119
HY = Hyndburn, E07000120
LA = Lancaster, E07000121
PL = Pendle, E07000122
PR = Preston, E07000123
RV = Ribble Valley, E07000124
RO = Rossendale, E07000125
SR = South Ribble, E07000126
WL = West Lancashire, E07000127
WY = Wyre, E07000128



A complete list of area profiles is available here.

Note: The Social Value Portal is not used for this Tender / Framework Agreement. The Authority has asked a Social Value question as detailed in Appendix 3.

2.12 Credit Industry Fraud Avoidance System

As part of Lancashire County Council's continued commitment to make Lancashire the best place to live, work, visit and prosper, the Authority has joined the Credit Industry Fraud Avoidance System (CIFAS). This will help us as a local authority to tackle and prevent fraud of all kinds.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at https://www.cifas.org.uk/fpn or by contacting the Fraud Investigation Team at askinvestigations@lancashire.gov.uk

3. TENDER TIMETABLE (OPEN PROCEDURE)

3.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

Event	Date
Planned Procurement Notice Published	29th May 2026
Preliminary Market Engagement Notice Published	Not Applicable
Preliminary Market Engagement Period	Not Applicable
Tender Notice and Tender Documents, including ITT, Published	16th November 2026
Pre-Tender Submission Clarification Deadline	24th November 2026
Target Date for responses to clarifications	26th November 2026
Tender Return Deadline (10 working days)	27th November 2026 (12 Noon)
Evaluation of Tenders	27th November 2026 - 4th January 2027
Contract Award Letters and Assessment Summaries issued	8th January 2027

Contract Award Notice Published	8th January 2027
"Standstill" period	8th January 2027 - 19th January 2027
Contract Details Notice and Contract Published	27th January 2027
Contract Signature Date	20th January 2027 - 27th January 2027
Contract mobilisation period	20th January 2027 - 29th January 2027
Target service commencement date	1st February 2027

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

3.2 Tenderers' Briefing

Not applicable

3.3 Site Visit

Not applicable

3.4 Deadline for receipt of Tenders

Responses to this ITT must be returned in the manner prescribed under Paragraph 0 no later than the Tender Return Deadline Date. Any Tender received after the Tender Return Deadline Date shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Tender Return Deadline and in such circumstances the Authority will notify all Tenderers of any change.

3.5 Award of Framework Agreement

The Authority may award Framework Agreement(s) on the basis of a Tender submitted in accordance with the instructions below.

Award of the Framework Agreement(s) is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period is completed, no Framework Agreement(s) will be entered into. Once the Authority has reached a decision in respect of a Framework Agreement award, it will notify all Tenderers of the decision and provide for a standstill period in accordance with Procurement Legislation before entering into any Framework Agreement.

3.6 Notification of Award

A Contract Award Notice will be published via the Central Digital Platform and notification of the award will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of their scores and the identity of the successful Tenderer(s).

3.7. Reference Site Visits

Not applicable.

3.8 Not Used

4. TENDER COMPLETION INFORMATION

4.1 Formalities

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Tender Return Deadline.

Tenderers must return the mandatory documents listed below;

ITT Appendix 1 - Form of Tender

ITT Appendix 2 - Procurement Specific Questionnaire

Appendix 3 is a mandatory return document for each lot your are bidding for

ITT - Appendix 3 (A)_Award Stage Questionnaire Lot 1_Non Operated Plant

ITT - Appendix 3 (B)_Award Stage Questionnaire Lot 2_Operated Plant

ITT - Appendix 3 (C)_Award Stage Questionnaire Lot 3_Operated Vehicles

ITT- Appendix 3 (D)_Award Stage Questionnaire Lot 4_Non Operated Vehicles

ITT - Appendix 3 (E)_Award Stage Questionnaire Lot 5_Specialised Pumps

ITT - Appendix 3 (F)_Award Stage Questionnaire Lot 6_Welfare

ITT - Appendix 3 (G)_Award Stage Questionnaire Lot 7_Specialist Vehicles

ITT Appendix 4 - SIS Declaration of Intent
ITT Appendix 7 - Commercially Sensitive Information (optional return)

ITT Appendix 14 - Price Schedule

4.2 Electronic Tender Returns – Oracle Fusion

This ITT was advertised as being available to potential Tenderers through the Authority's electronic tendering (e-tendering) system, the Oracle Fusion Supplier Portal. Tenderers are required to submit their Tender through this same portal, via the Sourcing module within their account:

Fusion Supplier Portal - Lancashire County Council

Use of this portal does not require the purchase of high specification IT equipment or connections, nor high level personal IT skills/capabilities. Access to the portal and advice/training is free of charge. However, please note the help and assistance provided is to assist Tenderers on use of the e-tendering system and the assistance does not extend to basic IT skills or training. Unfortunately, we will not be able to assist non-PC users in how to use the e-tendering system.

Use of the Authority's e-tendering system will benefit tenderers in terms of efficiency and cost savings when compared with hard copy tender submissions. The Authority is committed to utilising this system for all current and future business/procurement opportunities. Users only need register (for free) with the system once to obtain long term access to the Authority's tendering opportunities.

Support

Oracle Fusion Supplier Portal is the replacement to iSupplier Portal. All existing active suppliers to the Authority will be automatically registered in Fusion.

The contact details for advice or assistance relating to the use of the e-tendering system are:

E-tendering Help Desk

Telephone Number: 01772 534966

Support line hours are between:

10:00hrs and 12:00hrs and 14:00hrs to 16:00hrs, Monday to Friday

It is the responsibility of the Tenderer to ensure that the contact information it has entered for its organisation within Oracle Fusion is accurate and kept up to date. Important notification messages relevant to this or other tender opportunities may not be received by a Tenderer should the contact information be inaccurate. The Authority cannot be held responsible for any inaccurate or incomplete information entered into the electronic tendering system by a Tenderer.

If at any stage a Tenderer needs to update the contact information held for its organisation this can be completed via Oracle Fusion. The Authority is under no obligation to respond/follow up on automated 'out of office' responses that it may receive from a tenderer.

Any clarifications or queries regarding the tender documents or the tender content should be directed via the e-tendering portal using the 'Messages' function.

<u>Electronic Tender Returns – The Tender Submission</u>

The Tender Return Deadline will be detailed on the e-tendering system. Please allow sufficient time to complete and submit your Tender whilst you become familiar with the portal and how it operates. **No extensions will be given to the Tender Return Deadline due to any potential Tenderer being unfamiliar with, or making mistakes in respect of the portal.**

All aspects (documents/attachments/responses), of the Tender, can and must be submitted via the e-tendering system.

The Authority will not accept email or hard copy/paper tender returns in relation to this tender and you must submit your Tender electronically via the e-tendering portal.

You are not permitted to return by email or postal service any element of your Tender. To do so may result in your Tender being disqualified.

You *are* permitted to re-send your Tender again electronically via the e-tendering portal should you realise you have made an error or submitted an incomplete bid as long as you re-submit it before the Tender Return Deadline. You must return ALL of the documents again – not just the amended or extra documents. Your most recent submission will be taken as your final submission.

The following requirements must be adhered to when submitting Tenders:

- The pages of the Tender documents must be numbered sequentially as "Page x of xx" and include the date and title of the document on each page of the main body.
- Any additional pre-existing material which is necessary to support the Tender should be included as appendices with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each Tender must be uniquely named or referenced.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.
- Tenderers should use Arial point size 12.
- Line spacing must be single

The Tender submission must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT.

Tenders will be evaluated on the basis of information submitted by the Tender Return Deadline Date and Time.

The Tenderer must upload a duly executed Form of Tender (ITT Appendix 1).

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company.

Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.

In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.

In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

4.3 Electronic Tender Returns – Social Value Portal (SVP)

Not Used

4.4 Word Limits

The Authority reserves the right to set a limit to the size of a Tenderer's response to any question in the Procurement Specific Questionnaire and Award Stage Questionnaire by setting a maximum limit to the number of words per question response. Where a limit is set, this will be indicated in the question.

Where a word limit has been set for a question, please use the table provided at the end of each response to indicate a word count (the number of words in the response). When specifying your word count you must include all words used as part of your answer to that question, including spaces and those words contained within any tables, flow charts, maps, process diagrams, pictures and spreadsheets.

Tenderers are reminded that undefined or unclear abbreviations may render their response ambiguous and unable to achieve a higher score that might otherwise have been awarded.

In circumstances where the word limit has been exceeded the Authority reserves the absolute discretion to take such action as it deems appropriate and proportionate which may include curtailing responses to the published word limit (and discarding the remainder) or disqualification of the Tender in its entirety.

Where it appears that a Tenderer has tried to gain an unfair advantage and distort competition the subsequent Tender may be deemed non-compliant. Any non-compliant Tender may be excluded from the evaluation process.

4.5 Submission of Tenders

Each Tenderer:

- Must submit one Tender in respect of each Lot that the Tenderer has been invited to respond to by the Authority and for which it wishes to make a bid.

- Must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, each Tender must be capable of being accepted by the Authority in its own right.

4.6 Variant Bids

Not applicable

4.6 Framework Agreement Terms

The Framework Agreement that the Authority proposes to use is published with this ITT. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Framework Agreement without further negotiation or amendment.

The Authority **cannot** accept any qualifications to this ITT.A qualification is a restriction or condition which the Tenderer attaches to their Tender. Any qualifications recorded in the submitted tender documentation will result in your Tender being disqualified.

All requests for clarification on any terms and conditions within this tender must be made in writing in accordance with Paragraph 2.7. All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Timetable at Paragraph 3.1. The Authority will consider whether any amendment to the terms and conditions is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers.

No requests for clarifications can be made after the deadline for receipt of clarifications has passed.

In the event that the Authority does not receive the signed Framework Agreement within **10 Business Days** of it being sent to the successful Tenderer following the decision to award the Contract, the Authority reserves the right to disqualify the Tenderer and award the Framework Agreement to the Tenderer submitting the next highest scoring bid.

4.7 Documents forming the Framework Agreement

The following documents shall form part of the Contract between the Authority and the successful Tenderer:

- Framework Agreement and its schedules, including the Tenderer's Tender.

4.8 Form of Participation

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify

the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Supplier.

Simultaneous Competition

Where a Tenderer is affiliated to more than one bidding model for example; Consortia, Subcontracting arrangements, Special purpose vehicles, or as an Individual Tenderer, then the Tenderer is under an obligation to ensure that such arrangements do not detract from its ability to service any contracts awarded in the event that it is successful in being appointed under more than one bidding model.

Consortia and Subcontractors

For the purposes of this ITT, the following terms apply:

- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Supplier, but envisage that one of their number will be Supplier, the remaining members of that group will be subcontractors to the Supplier:
    - Tenderers must complete Part 2B of the Procurement Specific Questionnaire in respect of all intended sub-contractors. Satisfactory responses must be received in respect of all sub-contractors in order for the tender to proceed to evaluation stage.

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Supplier. It is recognised that the Tenderer need not necessarily be a single economic operator and that Tenderers may wish to partner up to jointly provide the Services required. Please note the same expectations will be placed on the consortium as a single Supplier. The Authority will consider Tenders from consortia with the following caveats:
    - The Authority will only contract with one lead member or special purpose vehicle, who will need to be identified as the core supplier within the preliminary questions and Part 1 of the Procurement Specific Questionnaire;
    - All consortium members will have joint and several liability – each member is responsible for the actions and omissions of each other;
    - In the event of a consortium bid all members must be named within the relevant section(s) of the Procurement Specific Questionnaire and the Authority reserves the right to approve the contractual relationship between the consortium members including but not limited to any applicable dispute resolution procedure;
    - Payments will be made by the Authority to the lead member only. The lead member is then responsible for administering payments to the rest of the consortium members;
    - The performance of any consortium member will affect and apply to the entire consortium. Poor performance is the responsibility of the consortium

and the Authority may issue sanctions against the consortium based on the actions of one member;

4.9 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given.

This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Framework Agreement with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

4.10 Confidentiality and Freedom of Information

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) 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.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) 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.

Tenderers should note that, in accordance with general transparency obligations and procurement law obligations under the Procurement Legislation, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps and publishing the aforementioned information without consultation with Suppliers. Where required under the Procurement Legislation, a copy of the Contract will be published (subject to making any reasonable and proportionate redactions permitted under the Procurement Legislation).

Save as information shared between the Authority and Social Care Portal, the Authority 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 FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer's competitive edge, has been clearly identified to the Authority in the template provided at ITT Appendix 7 - Commercially Sensitive Information

4.11 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority 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 Authority.

4.12 Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.

- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.

- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

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

The use of a bid writer or similar service does not alleviate any requirement set out in this section. Where a bid writer or similar service is used the Tenderer must take all reasonable steps to prevent the distortion of competition or conflicts of interest arising. As such Tenderers may have a preference for services that offer exclusivity in the context of this procurement exercise.

The Authority Confirms that, prior to the issue of the Tender Notice, a conflict assessment has been prepared in accordance with the Procurement Legislation

4.13 Authority's rights

The Authority reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Tenderer's Tender.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the PQQ or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract or Lot as a result of the current procurement process.
- 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.

4.14 Bid costs

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

4.15 Guarantees

As detailed in the Framework Agreement

5. TENDER EVALUATION MODEL

5.1 Evaluation Criteria

The evaluation of Tenders will follow the guidelines set out within ITT Appendix 5 – (Evaluation Criteria).

5.2 Evaluation Lots

The evaluation of Lots will follow the guidelines set out within ITT Appendix 5 – (Evaluation Criteria).

5.3 Evaluation of Variant Bids

Not Applicable

6. TUPE

6.1 Status of TUPE

The Authority does not make any express or implied warranty or representation concerning the application or non-application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) to this Contract. If you are unsure on the application of TUPE and your obligations, you should seek professional advice.

It is at your own risk that this judgement is made. If the position in regard to TUPE is subsequently held to be different to the position taken by a successful Tenderer in their Tender then they must proceed as per the proposals (including costs) contained in that Tender, or the Tender will be considered as having been withdrawn. In the latter situation the Authority will award to the next highest scoring tender.

Any queries specifically related to TUPE information should be raised via the e-tendering portal using the 'Messages' function and should be listed separately from any other more general queries. This is to enable the Authority to ensure that responses are sent only to those organisations who have signed the confidentiality agreement.

6.2 Social Value local jobs and TUPE transfers

Not Used - Not Applicable

6.3 Pension requirements

Not Applicable.