

INVITATION TO TENDER

VOLUME 1 (Guidance Document) for the Provision of Evaluation Consultant Under the Open Procedure

Version	Date	Author	Revisions since previous version
1.6	22.05.24	Rachael Hewett	Separation into 2 volumes

Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
13th August 2025	ITT issued to potential suppliers
2nd September 2025	Closing date for clarification questions to be submitted
4th September 2025	Council responds to clarification questions
12th September 2025	Closing date and time for receipt by the Council of Suppliers responses to the ITT
15th September 2025- 26th September 2025	Evaluation of the ITT responses by Tender panel & supplier financial accounts by Internal Audit
3rd October 2025	Award decision made and award letter issued
10th October 2025	Contract award concluded
13th October 2025	Commencement Date of Contract

Required documents

The table below indicates which documents are included in this Invitation to Tender. Suppliers should ensure that they complete and submit ALL the required documents by email to administration@focus-consultants.com.

Failure to complete and return documents may result in a reduction in the overall score for the Tender.

DOCUMENT TITLE	COMPLETE AND SUBMIT
Invitation to Tender Volume 1 (Guidance Document)	x
Invitation to Tender Volume 2 (Response Document)	✓
Appendices	
Appendix 1 – Schedule of Services	x
Appendix 2 – Programme	x
Appendix 3 – Scoring Matrix	x

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INTRODUCTION TO BATH & NORTH EAST SOMERSET COUNCIL

Bath and North East Somerset (B&NES) is a unitary authority and has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets & fairs, refuse collection, recycling, cemeteries & crematoria, leisure services, parks, and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km²), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal city in the district.

Bath developed as a spa resort in Georgian times and remains a major cultural tourism centre having gained World Heritage City status.

The CORPORATE STRATEGY

The [Corporate Strategy](#) is the council's overarching strategic plan. It sets out what we plan to do, and how we plan to do it.

We have one overriding purpose – **TO IMPROVE PEOPLE'S LIVES**.

We have two Core Policies:

i) TACKLING THE CLIMATE AND ECOLOGICAL EMERGENCY

In 2019, we declared a climate emergency across Bath & North East Somerset. Our commitment is to net zero carbon by 2030. In 2020 the Council declared an Ecological Emergency with a commitment to be nature positive by 2030.

ii) GIVING PEOPLE A BIGGER SAY

We want to make sure we are involving local people, parish councils and others in our decision-making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

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STANDARDS REQUIRED BY CONTRACTORS AND SUPPLIERS

These standards are required by contractors/suppliers to perform the Contract in accordance with Council procedures. Should you require further information, please contact administration@focus-consultants.com

Code of Conduct

- You are expected to give the highest possible standard of service with impartiality.
- Do not use any information obtained during the course of your Contract with B&NES for personal gain or benefit. Do not pass it on to others who might use it in such a way.
- You must follow all relevant policies of the council and not allow your own personal or political opinions to interfere with your work.
- You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community.
- It is expected that everyone working for/on behalf of the council shall:
 - be honest
 - maintain a high standard of integrity and conduct at all times
 - not use their position to further private interests or those of relatives and friends
- You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts.
- No harassment of any kind will be tolerated. This includes but is not limited to sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient.

Equalities

- In your work you are expected to comply with council policies and legislation (eg, Equality Act 2010).
- The council is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength which contributes to the social and economic prosperity of the area.
- The council aims to provide appropriate, accessible, and effective services and facilities to all sections of the community without prejudice or bias and equality of opportunity in all aspects of employment.

Modern Slavery

- You will ensure fair pay to contractors working at council sites by applying the 'Real Living Wage' including sub-contractors.
- You will ensure fair and safe working conditions.
- Your workers must have a legal right to work in UK.
- You must not employ bonded workers.

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- You must employ workers with legitimate qualifications from bona fide training organisations.
- You must pay your sub-contractors and workers in accordance with the relevant legislation (Procurement Act 2023).
- You must follow the rules of the Construction Industry Scheme (where relevant)
- You must report any breach or suspected breach to B&NES at the earliest opportunity.

Health and Safety

- The council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations.
- Health & Safety is everybody's responsibility, and we must all be continuously aware of our own safety and the safety of others in everything we do.
- Contractors/suppliers must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do.
- You must co-operate with your employer and B&NES on health and safety.
- You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions.
- You must not interfere with or misuse anything provided for your health, safety, or welfare.

Electronic Access (if relevant)

- Do not use any log on or password that has not been specifically set up for you.
- Any use of e-mail or Internet facilities, business or private, must not breach the law.
- Do not send, access, or transfer any information or message that is defamatory.
- Do not download, copy, or transmit materials in breach of the Copyright, Designs and Patents Act.
- Do not access, transmit or display any material with a content that is forbidden e.g. sexual material.
- Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate council contact.

Conflict of Interest

Suppliers are expected to meet the highest standards of integrity in the supply and delivery of goods, services and works and to operate with openness and transparency. Therefore, suppliers must disclose any actual or potential conflicts of interest to the council for this procurement. Where an actual or potential conflict of interest is identified, suppliers may be required to take certain steps to mitigate a conflict of interest and will be excluded if they refuse to do so. Under the Procurement Act 2023 it is mandatory to exclude a supplier from the procurement where a conflict of interest puts the supplier at an unfair advantage (for example

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where a supplier has been engaged to assist with drafting a specification and as a result they have detailed knowledge of the requirement) if steps cannot be taken to avoid that advantage or the supplier refuses to take any necessary steps. Managing conflicts of interest is required throughout the procurement and contract management process and suppliers are required to inform the council if any new actual or potential conflicts of interest are identified (for example, following changes of circumstances in a supplier's organisation such as in their project or management team).

General

The council will not tolerate unacceptable behaviour and will take appropriate action if required.

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SECTION 1 – THE REQUIREMENT

1.1 Overview and Background

The Council wishes to establish a single provider contract for the provision of an Evaluation Consultant.

This is a services contract being procured under the Open procedure.

The Fashion Museum, Bath, Collection is in the care of Heritage Services which is part of Bath and North East Somerset Council. The Fashion Museum, Bath is one of the world's great museum collections of historical and contemporary fashionable dress. Designated by government as a collection of outstanding significance. It contains over 100,000 objects that have been designed, made, purchased, enjoyed, worn and treasured by people. These stories are an exhilarating encounter with fashion history and the stories that inform our future.

The Fashion Museum, Bath has been housed at the Assembly Rooms in Bath since 1963. The Assembly Rooms are owned by the National Trust and have been leased to the Council on a full-maintenance occupancy since 1938. The National Trust decided to take back occupancy and management of the Assembly Rooms in March 2023.

This has provided an opportunity to create a new Fashion Museum in Bath city centre.

The new museum is to be located in the Old Post Office, 21-26 New Bond Street and 27 Northgate St, Bath BA1 1BA. The property is located in central Bath occupying a corner position with frontages onto New Bond Street and Northgate Street which connect with the primary retailing pitches of Union Street and Milsom Street. The principal retail frontage is to New Bond Street.

The Old Post Office is a prominent Grade II listed building in central Bath arranged over lower ground floor, ground to third floors. The Georgian Revival building opened in 1927 to designs by C Bullough of HM Office of Works.

The building is located with the Milsom Quarter which is subject to a wider programme of regeneration. Immediately outside the Old Post Office there is a project for work to the public realm. The design team have been appointed for this. For further details about the Milsom Quarter please see [here](#) and a film [here](#).

The objectives of the Fashion Museum, Bath project are:

- Create one of the world's great museums with an internationally significant visitor experience.
- Reinvigorate the Fashion Museum, Bath, Collection as a relevant and vital resource for Bath and NE Somerset residents.
- Create a dynamic social and civic space which is accessible to all.

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- Deliver a benchmark standard of environmental and economic sustainability.
- Create a transformational museum which is an agent of change.

The Council has set a construction budget for the project of circa. £17.5m. This includes £12.8m for whole building repairs, basebuild and wider fit out and £4.7m for exhibition space fit out. As the project develops this will be further reviewed in line with the brief, business case and fundraising strategy.

For further information please see the [public consultation information](https://www.fashionmuseum.co.uk/have-your-say) which is available here: <https://www.fashionmuseum.co.uk/have-your-say>

The Council is procuring the Contract as a central purchasing body for itself.

1.2 Specification

Please refer to **Appendix 1** for the schedule of services for these services.

Current programme for the delivery of this work:

Development Phase	
Issue of final Evaluation Framework and Toolkit (following drafts for comment)	January 2026
Issue of Evaluation of Development Phase	February 2026
Delivery Phase	
Issue of Interim Evaluation Reports	July 2027 July 2028 July 2029 July 2030
Issue of final Evaluation Report	December 2031

1.4 Term of Contract/Goods or Service Requirement Date

This agreement will commence on 13th October 2025 and expire on 6th December 2031.

1.5 Estimated Value of Contract

£80,000 excl. VAT
(£15,000 in Development Phase and £65,000 in Delivery Phase)

Please Note: The Contract value is estimated and subject to the requirements of the service.

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SECTION 2 – INSTRUCTIONS TO SUPPLIERS

2.1 Submission of Tenders

Focus Consultants 2010 LLP are managing this procurement process on behalf of the Council. All clarifications and submissions should be sent via email to: administration@focus-consultants.com

2.2 Preparation of Tender

Suppliers must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Supplier, whether their offer is successful or not.

Information supplied to the Supplier by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Suppliers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Suppliers of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed, in English, and within the word count limit where indicated.

2.3 Price Schedule/s

The Council requires Suppliers to complete and submit Price Schedule(s).

All prices shall be in Pounds Sterling and exclusive of VAT.

2.4 Other Documents or Supporting Evidence

The Supplier must complete and submit other documentation that may be provided with this Tender process, or submit evidence to support their Tender submission.

The tender documents provided by the council, including the terms and conditions, specification and any other supporting documentation will form the bases of any resulting contract and are not subject to negotiation. By submitting a bid, suppliers are agreeing to be bound by this documentation as it stands. Any bids submitted with statements or conditions that could be construed as an attempt to alter the documentation will not be accepted for consideration. The council's decision on whether a Tender is acceptable or not will be final and the supplier concerned will not be consulted. If a supplier is excluded from consideration, the supplier will be notified

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2.5 Returning Your Completed Tender

Suppliers are required to submit their Tender to administration@focus-consultants.com by the time and date in the Procurement Timetable at the beginning of this guidance.

It is the Supplier's responsibility to ensure that the Tender is submitted and that all the requested documentation has fully submitted by the closing date and time. Suppliers should therefore allow enough time to complete questions and submit their response. The council is under no obligation to consider partial or late submissions.

Failure to complete and submit the requested documentation will result in the Council rejecting the Tender as a Fail / Non-compliant Tender.

Documentation: If you are submitting multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered.

If the Council issues an amendment to the original Tender, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be notified to all Suppliers.

The Supplier's Tender response will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Suppliers shall accept and acknowledge that by issuing this Invitation to Tender, the Council shall not be bound to accept any Tender. The Council reserves the right not to conclude a Contract or Framework Agreement for some or all of the goods, services and/or works for which Tenders are invited.

2.6 Tender Validity

The Tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.7 Communication and pre-evaluation clarifications

All contact and communication during this procurement should be submitted in writing to administration@focus-consultants.com.

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Suppliers should seek to clarify any points of doubt or difficulty by email to administration@focus-consultants.com. They must submit clarifications at least 10 days prior to the closing date of the Tender for the Council to respond. It is not permissible for Suppliers to seek clarifications via telephone.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the Tender. Suppliers should therefore not include within their question the organisation's name and any potential commercially sensitive information.

2.8 Confidentiality

The Supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint Suppliers.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the Tender process will be excluded from the process.

2.9 Grounds for Rejection

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the council's submission requirements which have been notified to suppliers;
- the supplier, connected persons, associated persons (eg, first tier sub-contractor and/or its Consortium Members) are unable to satisfy the Conditions of Participation
- the supplier has breached a procedural requirement set out in the tender notice or associated tender documents
- The council considers the price of the tender is abnormally low, unless the supplier can demonstrate to the council's satisfaction that it will be able to perform the contract for the price offered
- The supplier (or proposed sub-contractor) is a non-UK or non-Treaty state supplier

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2.10 Disclaimer

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor any relevant other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.11 Freedom of Information Act

The Council must adhere to the 'Freedom of Information Act 2000'. The Act allows access to information held by the Council, including Tender documents and Contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret.

Suppliers are requested to state which part, if any, of the information supplied with their Tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Suppliers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Suppliers' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.12 Transparency

Suppliers should be aware that if they are awarded a Contract, details about the resulting Contract will be published on the Council's website in accordance with the Local Government Transparency Code 2015.

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In some circumstances limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a Tender, the Supplier accepts the Council's right to publish details of expenditure as well as information contained within the Tender.

2.20 Terms & Conditions

Following this procurement process, the successful supplier will be required to register with Matrix (<https://www.matrixprism.com/Login>) and to sign up to their Terms and Conditions. It should be noted that you must have a business bank account in order to register with Matrix. Payments for this work will be via Matrix.

These are the terms that will apply to this contract. When you submit your tender response, you are agreeing to be bound by these terms.

Please read them carefully. Where suppliers require Legal sign off of contracts, this must be done PRIOR to making the decision to bid. Only suppliers who are able to accept these terms and conditions should bid for this opportunity.

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SECTION 3 – QUALIFICATION QUESTIONNAIRE GUIDANCE

3.1 Instructions

Failure to respond to any relevant question¹ in the **Qualification Questionnaire** will mean the evaluators will mark the whole Tender as having failed and exclude the Tender from further evaluation. All questions are mandatory unless stated otherwise.

Please complete and return the Qualification Questionnaire within the attached ‘Invitation to Tender Volume 2 – Response Document’.

¹ For example, if a question asks how, you would manage sub-contractors and you do not have sub-contractors then this question would not be relevant

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SECTION 4 – QUALITY QUESTIONNAIRE GUIDANCE

4.1 Instructions

Suppliers are required to answer the Tender Questionnaire comprehensively and provide evidence, where requested to support their answer.

Questions in the **Quality Questionnaire** will be scored in accordance with the published award criteria and weightings in Section 6 of this document.

Please complete and return the Quality Questionnaire within the attached 'Invitation to Tender Volume 2 (Response Document)'.

4.2 Word Count Limits

Where a word count is stipulated for a narrative response, it must be adhered to. This is designed to allow suppliers to provide relevant detail in a concise manner. Any wording over the limit, or the use of embedded documents or of appendices to questions will not be shared with the evaluation panel and, therefore, will not be evaluated, unless specifically requested, within the question and the evaluation criteria.

For this purpose, "word" shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces, and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (notwithstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.

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SECTION 5 – PRICING SCHEDULE GUIDANCE

5.1 Pricing

Suppliers must complete the Pricing Schedule within the attached 'Invitation to Tender Volume 2 (Response Document)' with all the proposed charges/prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.

Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.

The Council reserves the right to request further clarification of the pricing information by sending the Supplier a clarification message through the e-tendering system.

All charges/prices must be in pounds sterling and should be exclusive of VAT.

All pricing information will form the basis of any resulting Framework Agreement or Contract.

Please complete the pricing schedule within the attached Invitation to Tender Volume 2 (Response Document)

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SECTION 6 – EVALUATION AND AWARD GUIDANCE

6.1 Evaluation of Tender

The award decision will be based on the evaluation criteria of Quality 70% / Price 30%, outlined in 6.2 and within the Scoring Methodology in the Appendices. The winning Supplier is deemed to have submitted the Most Advantageous Tender. Evaluations will be carried out by Council Officers who will follow the agreed process in accordance with the Council's procedures.

This Invitation to Tender is in two parts:

- The Qualification Questionnaire
- The Quality Questionnaire

The response to the Qualification Questionnaire can be evaluated at an appropriate time but usually will be evaluated first. Suppliers must pass all questions in this section.

Failure to pass any of the questions in the Qualification Questionnaire, will result in the Tender being disqualified and the Quality Questionnaire, will not be evaluated.

6.2 Award Criteria & Weightings

Submitted Tenders will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below. Please also refer to Appendix 3 for the Scoring Methodology for further guidance.

AWARD CRITERIA & WEIGHTINGS	
All questions are mandatory unless stated otherwise. Suppliers must submit a response to each one. Failure to complete any question may result in a Fail as Evaluators will not be able to fully evaluate the Tender	
Qualification Questionnaire Pass / Fail	
Quality Questionnaire	
<u>Quality</u> 70%	See Invitation to Tender Volume 2 for Quality Questionnaire and Appendix 3 Scoring Methodology for evaluation weightings detail.

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	<p>Scored Questions: Where responses to questions are to be scored, the following scores are applied by Evaluators to a Supplier's submitted responses. The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.</p> <p>If the tenderer receives a score of either 0 or 1 on any question or criteria, the Council reserves the right to exclude that supplier from further consideration.</p> <p>In addition to the scoring of the main tender questionnaire, the 0 – 5 criteria detailed below will also be used to score Social Value method statements.</p> <p>0 – No response. The council does not have any confidence in the supplier's capacity and ability to meet its requirements.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) and the council has a low level of confidence in the supplier's capacity and capability to meet its requirements.</p> <p>2 – The majority of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the council has limited confidence in the supplier's capacity and capability to meet its requirements.</p> <p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence. The council is satisfied with the supplier's capacity and capability to meet its requirements.</p> <p>4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the council with a good standard of confidence in the supplier's capacity and capability to meet its requirements.</p> <p>5 – The standard of the response is very high, all issues have been fully addressed to a very high standard with strong supporting evidence to illustrate capacity to meet the requirements. The response provides the council with a full confidence in the supplier's capacity and capability to meet the council's requirements.</p>
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	<p>Applying weightings to scores</p> <p>The total weighting will be 100% which is split between Price and Quality. The split is shown in the left-hand column of this table.</p> <p>Individual scored questions will be weighted to account for their level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. e.g. if a question is weighted as 20% and scored as 5/5 then the weighted score would be 20/20. If the score were 4/5, then the weighted score would be 16/20.</p> <p>All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid.</p> <p>The blank Scoring Methodology sheet attached in the appendices will show the calculations.</p>
<p>Price 30%</p>	<p>Price Evaluation:</p> <p>Please complete Price Schedule within the attached 'Invitation to Tender Volume 2 (Response Document)</p> <p>The scoring is carried out within an Excel spread sheet outside of the e-Tender system.</p> <p>All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.</p> <p>Example if the price weighting were 40%, the calculation would be:</p> <p>$(40 \times \text{lowest price}) / \text{bid price}$</p> <p>The lowest price bid would receive the full 40 points.</p> <p>A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES Council will not award a negative price score</p> <p>Abnormally Low Tenders</p> <p>If the council considers the price of the tender to be abnormally low, the council will offer the opportunity to the supplier to demonstrate to the council's satisfaction that it will be able to perform the contract for the price offered. If the</p>

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	council are not satisfied with the supplier's explanation, the tender will be rejected.
Total Weighted Score	<p>The weighted scores for Quality and Price are added together to get a final total score out of 100.</p> <p>In the event of a tie-break, the Council will award to the Supplier with the highest overall Quality score.</p> <p>The Council will evaluate the financial accounts of the highest ranked supplier only for due diligence purposes.</p>

6.3 Clarifications (post tender submission)

Upon examination of the Tenders, the Evaluation Panel may request clarifications from the Suppliers. The question(s) will be submitted on the e-Tendering system and Suppliers must respond in the same manner.

If clarifications are received from Suppliers outside the e-Tendering system, the Panel will ask them to redirect them through the e-tendering system.

It may be necessary to also hold a clarification meeting separately with the Suppliers for due diligence purposes. If, as a result of these meetings, the Evaluation Panel decide that the initial scores require adjustment, then the Suppliers will be requested to submit a clarification response via the e-tendering system. The Evaluation Panel will keep notes of the reasons why the scores have been adjusted.

6.4 Customer References

The council reserves the right to take up references for the winning supplier. These will not be scored and will be for due diligence purposes only. The Council will consider whether to award the contract or seek further clarifications from the Supplier.

6.5 Right to Not Award

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Suppliers in preparing their responses.

6.6 Right to Terminate Subsequent Contract

The Council reserves the right to terminate any resulting Contract, if it is discovered that the Supplier made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

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6.7 Evaluation Report

An evaluation report will be produced by the evaluators and a recommendation made to award to the winning Contractor. Authority to award the Contract will be sought in accordance with the council's Scheme of Delegation.

6.8 Contract Award

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract. The successful company will receive a written notification letter that the Council is intending to award them the business.

Unsuccessful companies will receive a written notification that they have been unsuccessful, and that the Council intends to award the Contract to another supplier.

6.9 Contract Acceptance

Upon the Council's acceptance of a tender, a Contract with the Supplier and [Matrix](#) and with the Council and [Matrix](#), shall thereby be formed and become binding on both parties. Suppliers should not submit a tender unless they agree to be bound by the form of contract issued with that tender.

The successful Supplier must not undertake work without written notification that they have been awarded a Contract and are required to start work.

6.10 Withholding of Confidential Information

The Council will be careful not to disclose confidential information of the successful Supplier and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

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SECTION 7 – GLOSSARY

‘Supplier’ means the company that is submitting a Tender response to this Invitation to Tender document;

‘Contracting Bodies’ or ‘Contracting Body’ means a public sector organisation or Local Authority described in the Contract or Framework Agreement which is allowed to procure under the Contract;

‘Contractor’ means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services or Works under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

‘Council’ means Bath & North East Somerset Council;

‘Contract’ means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

‘Invitation to Tender’ means this document and all its components, which is inviting Suppliers to bid for the Contract or for inclusion in the Framework Agreement;

‘Offer’ means the offer made by the Supplier in relation to the proposed Contract;

‘Specification’ means the scope and description of the Goods, Services or Works to be provided pursuant to this Contract as set out in the Specification.

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