



INVITATION TO TENDER (ITT)

Supply & Installation on roof, grid connection, maintenance and warranty, for 75.0 kWp of Solar PV (Photovoltaic) panels at Brent Civic Centre

DATED

10 February 2020

Please complete and return the following:

- **Your answers to the Quality Evaluation Questions (App A)**
- **Your Pricing Schedule**
- **Your completed Social Value Action Plan (App C)**
- **The completed and signed Form of Tender Declaration (App D)**

Please submit these via The London Tenders Portal

Closing date/time: 28 February 2020 at 12 noon

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Supporting Tender Documents

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APPENDIX B – Social Value Background Information

APPENDIX C – Social Value Action Plan

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1. Introduction

1.1 Contents of the ITT

This invitation to tender (ITT) comprises:

- Background, scope, Tender completion requirements, evaluation model, and schedules.
- Specification.
- Quality and Commercial questions.
- Terms and conditions

1.2 Introduction

The London Borough of Brent (the “Council”) wishes to invite Proposals for the provision of the Supply and Installation of Solar PV Panels for the Brent Civic Centre.

This Invitation to Tender (ITT) provides interested parties with background information in respect of the opportunity, including outlining Brent Council’s requirements and providing details of the procurement process. Each Tenderer’s response (Tender) should be detailed enough to allow the Council to make an informed selection of the most appropriate solution.

The ITT will be issued via the London Tenders Portal and responses need to be submitted via this portal.

2. Description and Scope of the Project

2.1 The supplier shall:

- Provide a full structural survey of the roof
- Install 75 kWp of PV panels on the roof of the Civic Centre
- Connection to building electrical infrastructure and the grid
- Carry out out maintenance
- Provide a warranty

3. Contract

3.1 Contract Term

The Council is looking for the potential Supplier to be awarded a contract until the works are complete. Please see the project timetable under section 5.5 for project timelines.

3.2 Contract Terms & Conditions

The successful Bidder will be required to enter into a contract with the Council using a JCT Minor Works Building Contract 2016 with the Council’s standard amendments. The Contract Documents are set out in the Contract, including the Appendices.

If the Tenderer wishes to propose any variations to the proposed contract terms and conditions, they should be included in part 2 of the declarations document. Any

amendments, which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.3 London Living Wage

The Council is a LLW employer (it has been accredited by the Living Wage Foundation since November 2013) and all Contractors and Sub-Contractors are expected to pay at least the LLW to their staff who are working on the delivery of the contracted services while in Council premises or in Greater London.

As part of your bid, you will be required to state whether you will be paying at least the LLW to your staff. The Council reserves the right to eliminate you from the tender process if you do not have a valid justification for failing to pay the LLW to staff engaged on the delivery of the service.

The Living Wage Foundation sets the LLW. The rates are announced in November each year and Employers should implement the rise as soon as possible. All employees should receive the new rate by 1 May the following year.

For 2019/2020, the hourly rate is £10.55.

The Council will monitor the contract to ensure that LLW is being paid to staff where applicable.

It is a condition of this Agreement that for the Period of the Agreement and any extensions thereof, the Provider:

1. pays all London Based Staff in carrying out the Service not less than the LLW as set annually; however, where the Provider's standard date for implementing increases in wages for the affected London Based Staff does not coincide with the annual date of increase in the LLW, then the Provider shall be entitled to delay implementation of the increased LLW until the next wage increase date, provided that this is no more than 6 months from the date that the increase in the LLW is announced;
2. for all London Based Staff (other than London Based Staff who are under a probationary period), pays the London Based Staff member's usual daily wage in respect of the first ten days in each year when the London Based Staff member is unable to work through illness;
3. allows London Based Staff to have four weeks' paid holiday per annum, in addition to public holidays; and
4. allows London Based Staff fair and unfettered access to a trade union in accordance with the requirements of the employment legislation in this area.

If a supplier sub-contracts all or part of the performance of the Service to a sub-contractor, the Provider shall procure that the terms contained in clauses above shall apply to all persons who are employed by the sub-contractor to carry out the Service (or part of them), provided the employment is based within the geographical limits of London.

4. Specification

Please see separate document named, The Specification, Supply & Installation on roof, grid connection, maintenance and warranty, for 75.0 kWp of Solar PV (Photovoltaic) panels at Brent Civic Centre.

5. Tender completion information

5.1 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.

5.2 Clarifications about the Services or ITT

Any clarifications relating to this ITT must be sent via the E-tendering portal messaging tool.

The Council will respond to all reasonable requests for clarifications as soon as possible through issuing a document listing Tenderers' questions and the Council's response to them, which will be broadcast to all Tenderers. If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification.

If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in the Timetable.

Any enquiries or requests for clarification of any matters arising from this ITT should be made in writing via the E-tendering portal messaging tool:

Access to the messaging tool can be found by logging in to your account (<https://procontract.due-north.com/register>) and accessing the relevant ITT.

Tenderers are advised not to rely on communications from the Council in respect of the Services or ITT unless they are made in accordance with these instructions.

5.3 Clarifications about the contents of the Tenders

The Council reserves the right (but shall not be 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.

5.4 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
Issue Invitation To Tender	10 February 2020
Deadline for submitting clarifications	25 February 2020 – 17:00
Tender submission deadline	28 February 2020 – 12:00 Noon
Evaluate Tender submissions	6 March 2020
Internal Governance	13 March 2020
Award Contract	16 March 2020

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

5.5 Project Delivery Timeline

The following are key deliverable dates for the project including the procurement of the works contractor:

Phase	Event	Indicative Dates
1	Mobilisation Meeting	16 March 2020
2	Provide a full structural survey of the roof	23 March 2020
3	Install 75 kWp of PV panels on the roof of the Civic Centre	29 April 2020
4	Connection to building electrical infrastructure and the grid	15 May 2020
5	Maintenance agreement	15 May 2020
6	Warranty agreement	15 May 2020

Note: the timings above are indicative only and are subject to change

5.6 Deadline for receipt of Tenders

Tender responses shall be submitted in the manner prescribed within this ITT and by no later than **12.00 noon** on the date shown within the timetable set out above or any subsequent date or time that may be communicated by the Council in accordance with the ITT instructions.

Any tender that is received after the specified submission date may not be opened or considered. The Council may, however, in its own absolute discretion, extend the submission date and in such circumstances the Council shall notify all Tenderers of any change.

5.7 Contract award

Once the process is completed the Council may award Contract(s) on the basis of a Tender submitted in accordance with these instructions.

Contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained, no Contract(s) will be entered into.

The Council does not bind itself to accept any offer, and reserves the right to accept tenders in whole or in part.

Once the Council has reached a decision, it will notify all Tenderers of that decision.

5.8 Debrief

The contract award notification will be sent to each Tenderer. The Council will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

6. Instructions to Tenderers

6.1 Formalities

Tenders must be submitted via the E-Tendering Portal in accordance with the instructions in this ITT. The portal Home page can be found at: <http://www.londontenders.org>

6.2 Tender response Instructions

All Tenders must be submitted via the E-Tendering portal response questionnaires

Please complete and return the following:

- Your answers to the Quality Evaluation Questions (App A)
- Your Pricing Schedule
- Your completed Social Value Action Plan (App C)
- The completed and signed Form of Tender Declaration (App D)

6.3 Submission Guidelines

For security reasons your access to the portal will 'time out' if inactive for 15 minutes if you do not click "Save" within this time. Failure to do so means you risk losing your work- this is part of strict government requirements to maintain security and tender integrity and cannot be changed. NOTE: typing does not mean you are active on the portal - you MUST CLICK 'SAVE'!

Please ensure that 'pop ups' are NOT blocked on your browser. Should you be inactive for 15 minutes, the portal will notify you through a 'pop up'. It is vital that that you are able to see this in order to click the 'OK' link in this 'pop up' so you are not disconnected from the portal and lose any unsaved information.

Please ensure that you read and digest all the required actions and appropriate deadlines and any subsequent communications.

DO NOT leave your response until the last minutes/hours before the deadline (if you experience connection problems you will miss the deadline and your response may be deemed non-compliant and rejected by the Council - always upload generic information early to avoid last minute time pressure).

If the Council makes any changes to the settings and questions area of a live tender, suppliers MUST re-publish their response – this is to ensure that changes are brought to your attention – you will receive a message prompt from the Council – generally this will not mean re-entering information.

Whilst the portal allows for large individual attachment sizes, we recommend that you keep attachments to a manageable size to ensure ease & speed of access. Only attach documents that the Council has requested.

Please attach files only into the Questions specified by the Council. When the Council has asked for an attachment at Question level, upload the file to the correct Question in order to complete your response.

Use the secure messaging to communicate with the Council and seek clarifications – this will give you an audit trail of all discussions/clarifications.

If you have any software queries refer to online help in the first instance. If you still have an issue email or phone the ProContract helpdesk, ensure you have the PQQ/ ITT code, a clear description of the problem and your contact details (ensure that you leave plenty of time for issues to be resolved prior to any deadlines). The help desk contact details are: Email: support@due-north.com

Note that Numeric fields will not accept text, spaces, symbols etc.

Note the red asterisk indicates a mandatory field - this must be completed in order to submit your response to the Council.

Supplier sub-users can be set up on the portal to allow colleagues to be involved with various stages of the tender – see the online help function for details.

Please treat your eTendering portal logins securely - if you believe that you have lost your password - please log onto the website and click onto "Forgotten your password?" and follow the instructions.

The following requirements must be adhered to when submitting Tenders:

- All Response questionnaires must be completed and
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Each uploaded document must be uniquely named or referenced.
- Electronic documents of the Tender shall be in either Microsoft Office or PDF formats only.

For further guidance on the technicalities of submitting a tender using the ProContract tendering portal please follow the link below:

<https://supplierhelp.due-north.com/>

The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired. Tenders will be evaluated on the basis of information submitted by the Deadline.

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 Council 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.

6.4 Assessment questions for completion by Tenderers

Responses to individual text questions will be limited to a page restriction, please ensure you check the restriction before compiling your response. Questions are to be found in the response questionnaires in the E-tendering portal.

Where the Council has stated a page limit for each or any of the technical questions, bidders should be aware that the Council will not evaluate any subsequent pages that exceed the stipulated page limits. Additional attachments and images will also not be evaluated.

Evaluators will not cross reference information from one question to another question, regardless of its relevance or quality; evaluators will only consider information that is provided in response to the question and that it complies with all of the above, any other information will be disregarded.

All Tenders received by the Deadline will be checked for compliance with the submission requirements set out in this ITT. If the Council does not consider a bid compliant, it reserves the right not to carry out any further evaluation and may eliminate the Tenderer from the procurement.

Tenderers must respond to all of the questions in E-tendering response questionnaires. You should ensure your answers are as clear and concise as possible.

All proposals contained in a Tender must be capable of delivery and the Tender must have commitment from within the Tenderer's organisation.

6.5 Variant Bids

Tenderers are not permitted to submit Variant Bids to the Council.

6.6 Consortia and sub consultants

The Council requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Consultant

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

Consortium arrangement. Groups of companies come together specifically for the purpose of bidding for appointment as the Consultant and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.

Subcontracting arrangement. Groups of companies come together specifically for the purpose of bidding for appointment as the Consultant, but envisage that one of their number will be the Consultant, the remaining members of that group will be sub consultants to the Consultant.

6.7 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council, 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 Council.

If a Tenderer proposes to enter into a Contract with the Council, 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 Council (or any other person) to enter into a contractual arrangement.

6.8 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 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.

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.

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 template provided in the qualification questionnaire.

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

6.9 Publicity

No publicity regarding the Services or the award of any Contract 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.

6.10 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 Council or any employees or agents of the Council in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Council or their advisors concerning another Tenderer or Tender.
- Commit or attempt to commit any act that would constitute an offence under the Bribery Act 2010
- Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Council and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

6.11 Council's rights

The Council 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 Council.
- Seek clarification or documents in respect of a Tenderer's submission.
- 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 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.

6.12 Bid costs

The Council 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 Council.

6.13 Guarantees

The Council may have qualified the Tenderers on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Council may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

7. Tender Evaluation

7.1 Award Criteria and Evaluation Criteria (Most Economically advantageous Tender MEAT))

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of MEAT evaluation. The Award Criteria are set out below:

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Council has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the MEAT Evaluation Criteria and the maximum scores attributable to them is set out below.

7.2 Procurement Technical/Quality Evaluation Criteria

Bidders are required to answer the Method Statement questions listed in Table 1 below.

Table 1. Method Statement Weighting Sub Criterion – 60%

Technical / Quality Method Statement Questions	Area weighting	Overall weighting
Q1 How will your full roof structural survey determine the method you use to support the solar panels?	15%	
Q2 How will you get the solar panels (and 'rail system' mounting rails if using) up to the top level roof?	15%	
Q3 Is the use of 'rail system' mounting rails the approach you would intend to take, or would you prefer to propose an alternative method?	20%	

Q4 What maintenance would be covered?	10%	60%
Q5 How long is the warranty you offer (e.g. 20 years, 25 years), and can you confirm it is an insurance-backed warranty?	10%	
Q6 What previous experience on similar projects can you provide evidence for? In particular, please provide details of experience of working at height.	10%	
Q7 What resources will you have to install the solar panels and specified supporting mechanism within the timescales set out in this ITT document?	10%	

Each method statement response shall be evaluated using the methodology set out in Table 2 below:

Table 2

SCORE	DESCRIPTION
0	The information required is either omitted or fundamentally fails to meet the relevant submission requirements or to address the Council's requirements. Insufficient evidence to support the proposal to allow the Council to evaluate. Unacceptable.
1	The information submitted has insufficient evidence to demonstrate that the relevant submission requirements or the 'Council's requirements can be met. Significant omissions, serious and/or many concerns. Major Reservations.
2	The information submitted has some minor omissions in respect of the relevant submission requirements or the Council's requirements. The tender satisfies the basic requirements in some respects but is unsatisfactory in other respects and raises some concerns. Some Reservations.
3	The information submitted provides some good evidence to meet the relevant submission requirements or the Council's requirements and is satisfactory in most respects and there are no major concerns. Satisfactory.
4	The information submitted provides good evidence that all the submission requirements or the Council's requirements can be met. Full and robust response, any concerns are addressed so that the proposal gives confidence. Good.
5	The information submitted provides strong evidence that all the submission requirements or the Council's requirements can be met and the proposal exceeds expectation i.e. exemplary in the industry provides full confidence and no concerns. Outstanding.

A weighting shall then be applied to each of the sub criterion method statements using the weightings set out within Tables 2 above. An overall weighted score for quality shall then be computed. The Council reserves the right to reject any response exceeding the specified page limit specified within the Quality Statements response document.

7.3 Social Value Evaluation Criteria

Social Value	Overall weighting
Bidders are to complete the social value action plan with their commitments that will be delivered through this contract. Bidders are to decide which commitments are best suited to this specific contract taking into account the value, term and scope of the contract. Bidders are to include any additional commitments that they plan to deliver via this contract. Bidders should be aware that their offer to social value will form part of the contract and that your delivery of these commitments will be monitored throughout the life of the contract.	10%

The Council will assess the Social Value section using the scoring matrix set out in Table 3 below:

Table 3:

SCORE	DESCRIPTION
0	The information submitted is either omitted or fundamentally fails to meet the relevant Social Value requirement. Insufficient evidence to support the proposal to allow the Council to evaluate. Unacceptable.
1	The information submitted has insufficient evidence to demonstrate that the relevant Social Value commitments will be delivered throughout the contract. Significant omissions, serious and/or many concerns. Major Reservations.
2	The information submitted has some convincing evidence to explain how Social Value commitments will be delivered throughout the contract. The proposal satisfies the basic requirements but there are some minor issues and/or discrepancies. Some Reservations.
3	The information submitted provides good and convincing evidence to explain how Social Value commitments will be delivered throughout the contract. It is satisfactory in most respects and there are no major concerns. Satisfactory.
4	The information submitted provides very good evidence. Full and robust response, any concerns are addressed so that the proposal gives confidence. Good.
5	The information submitted provides strong evidence that all the Social Value commitments can be delivered. The proposal exceeds expectations and provides full confidence and no concerns. Outstanding.

Individual questions in the Tender response for Social Value - marking methodology:

- The Social Value responses will be evaluated on the quality of the Social Value being provided versus the Monetary Value allocated. Thereby Brent needs to clearly understand, has the Supplier demonstrated the impact and the outcomes that will be delivered to the local community weighed up against the monetary sum they are willing to forego and is it of sufficient value if those Social Value outcomes do not transpire during the period of their contract.

- Aggregate score of responses for a section (Social Value) x the weighting for that section = score.

Tenderers should note that the Council requires a Social Value monetary commitment of 10% of the total contract value.

If your total Social Value monetary commitment is not equivalent to 10% of the total contract value, your tender may fail and be excluded.

Note: for Quality/Technical and Social Value - if a Tender scores '0' against any one or more question, or 2 or less in two or more questions, this may give grounds for excluding that Tender from any further consideration.

Each of the evaluation team will provide a score for each of the sections listed. These scores will then be reviewed at a moderation meeting where a moderated score will be agreed by the panel.

7.4 Pricing Scoring

Price: 30%

Only Tenders that pass the Quality/Technical evaluation (final submission) will be included in the price evaluation.

Please provide pricing for each of the following schedule items as part of your tender submission:

1. Provide a full structural survey of the roof
2. 75 kWp solar panels
3. 'Rail system' mounting rails (or price of alternative method if specified)
4. Connection to building electrical infrastructure and the grid
5. Maintenance charge (annual, up front, etc)
6. Warranty

Best (**lowest**) price receives the maximum score available in this section; the remaining bids receive a score pro rata to the best price using the following calculation.

Lowest bid = maximum points

$$\frac{\text{Lowest Bid}}{\text{Tenderers Bid}} \times \text{maximum points available}$$

Please note that:

- Any tender that is found too low to be credible will be excluded from further consideration. In this instance, the Customer 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 2015 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 Customer 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 2015 regardless of how many points it scores in all other aspects.

After all submissions have been assessed the highest scoring tenderer for the *most economically advantageous* option for the Council will be recommended for award of each contract.

The M.E.A.T calculation will be based on 60% of the points being awarded for Quality, 10% for Social Value and 30% of the points being awarded for Commercial assessment (price).

An interview/clarification meeting may be required for the final assessment to clarify or learn more about the tender response. This will be used to moderate the submissions' first-round scores, modifying them as necessary and to clarify any outstanding issues. Details of the interview arrangements and format will be provided to Tenderer(s) should the interviews take place. The council reserves the right not to conduct interviews and move straight to appointment following evaluation of bids submitted.

The tender evaluation panel will consist of representatives from Brent Council.

7.5 Final evaluation & Award Recommendation

After all bids have been assessed following the process outlined above, the highest scoring tenderer will be recommended for award of the contract.

The award of a contract will then be subject to the internal approval processes and governance of the Council.

The Council does not bind itself to accept any offer, and reserves the right to accept tenders in whole or in part.

7.6 Final evaluation & Award Recommendation

Quality and Pricing score will be combined to produce final scores for all bidders that have passed all the required sections. After all bids have been assessed following the process outlined above, the highest scoring bidder will be recommended for award of the contract.

The award of a contract will then be subject to the internal approval processes and governance of the Council.