

**Durham County Council**

**Framework for the Supply & Delivery of Audio & Visual Aids (AVA) Equipment and Accessories**

**ProContract Reference**

**Invitation to Tender (ITT)**

**Document 1**

**Instructions to Bidders**

1. **INTRODUCTION AND PRE-SUBMISSION INSTRUCTIONS**

*Please read the information in this section before beginning to complete the ITT. Your response should be submitted using the accompanying ITT Document 3 – Response.*

*Further post-submission guidance is given at the very end of this document.*

**1.1 Introduction to Durham County Council**

Durham County Council, the contracting authority undertaking this procurement exercise, is a Unitary local authority, created in April 2009. It is the largest of the twelve local authorities in the North East.

The council’s high level priorities are set out in our Council Plan, which supports the county’s Sustainable Community Strategy and outlines outline a vision to make County Durham the best place to live, work and bring up a family.

In line with this vision, the Council has developed a *Corporate Strategy for Commissioning and Procurement*, supported by a *Sustainable Procurement and Social Value Policy Statement*. These aim to ensure that we carry out all commissioning and procurement activities collaboratively and in an economic, environmental and socially responsible manner on behalf of the council and its key stakeholders, making sustainable purchasing decisions that promote the long-term interests of the communities we represent.

More information on these policies is available at:

<http://www.durham.gov.uk/article/2815/Procurement-policy-and-strategy>

For more general information regarding Durham County Council please visit [www.durham.gov.uk](http://www.durham.gov.uk)

* 1. **Introduction to the Proposed Contract**

This Framework is for the **Supply and Delivery of AVA (Audio & Visual) Equipment and Accessories.**

**Introduction to the Framework**

The Framework will be available for use by Durham County Council, and the following additional Contracting Authorities, where they have entered into a Procurement Service Level Agreement (SLA) with Durham County Council.

-         Maintained Schools in County Durham, Darlington and Hartlepool

- Academy Schools in County Durham, Darlington and Hartlepool

- Multi-Academy Trust (MATs) in County Durham, Darlington and Hartlepool

The list of Establishments above is **not exhaustive** and therefore the Council reserves the right to **add or delete** additional Establishments throughout the Framework Period.

In the addition to the above, the Framework may also be made available to not for profit Community Leisure Organisations, again where these have entered into a Procurement SLA with Durham County Council. At the time of issuing this Framework it is understood that this is likely to include Crook Community.

An up-to date list of these SLA partners is available on our website at:

<http://www.durham.gov.uk/dobusinesswithus>

**Operation of the Framework Agreement**

The Council have split their requirements for AVA Equipment and Accessories into the following Lot(s):

* Lot 1 – Smart Equipment
* Lot 2 – Promethean Equipment
* Lot 3 – Ctouch & Clever Touch Equipment
* Lot 4 – Smart Televisions or Equivalent
* Lot 5 – Projectors
* Lot 6 – Miscellaneous Equipment
* Lot 7 - Cabling
* Lot 8 - Mountings & Brackets

Potential bidder(s) are able to tender for one or more Lot(s).

This procurement is issued under an **Open OJEU Tender Procurement process**.

The expected **start date** for the proposed Framework is **1st April 2018**

The expected **end date** for the proposed Framework is **31st March 2019**

The proposed Framework is to be let with an **option to extend** for a further 3 x 12 months extensions from the actual end date.

The total Framework value per annum is **£ 250,000** per annum.

The Lead Officer for this procurement is **Denise Corrigan, Corporate Procurement, Resources**

All communications relating to this procurement should be made through the NEPO Portal.

No officer of the Council, including the Lead Officer, will enter into correspondence through any other means, including by email or telephone.

**1.3 Procurement timetable**

The timetable for this procurement is as follows.

| **Stage** | **Date/time** |
| --- | --- |
| Publication of OJEU Contract Notice | 25th January 2018 |
| Deadline for submission of requests for clarification | 26th February 2018 16:00 |
| Deadline for submission of completed Tenders | 26th February 2018 16:00 |
| Evaluation of Tender submissions | 27th February –28th February 2018 |
| Councils Delegated Scheme of Approval | 1st March 2018 |
| Notification of Tender evaluation results | 2nd March 2018 |
| Alcatel Standstill period | 6th March – 16th March 2018 |
| Expected contract award date | 17th March 2018 |
| Pre Contract Start Inception Meeting | w/c 20th March 2018 |
| Expected contract start date | 1st April 2018 |

This timetable is indicative only. Whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time. The Council also reserves the right to cancel this procurement process at any point. The Council is not liable for any costs or other losses resulting from the cancellation of this process.

**1.4 About Your Organisation**

You should use this section as a guide to how your organisation will need to complete the Invitation to Tender (ITT).

Bidding organisations (“bidders”, “the bidder”, or “you”) are advised to familiarise themselves with the requirements of this ITT – in particular, any financial and technical requirements – in order to understand how they may need to structure their bid. The Council welcomes bids from organisations in consortium, partnership or other arrangement, where this assists organisations in meeting the minimum financial thresholds and/or enhancing the quality of their responses to technical questions.

Please read the following definitions and instructions carefully to determine how you will need to bid. If you require any further guidance or clarification, you should submit a question through the NEPO Portal, using the “Question and Answer” facility.

**1.4.1 Sole Bidding Organisations**

You are a sole bidding organisation if you are the only organisation bidding for this contract as part of your submission. You may intend to use subcontractors, consultants or other partner organisations to deliver against the requirements of the contract, but you do not need to identify them in your ITT submission. Your organisation will be liable to the Council for the delivery of the requirements of the contract,

**1.4.2 Consortia, Partnerships and Joint Ventures**

You are a consortium if you are submitting a bid in partnership with another organisation or organisations, with the intention that all named bidders will be jointly awarded the contract. You will be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of the value of your contribution in respect of the contract sum, time, volume, quality or any other considerations. You must inform the Council of any withdrawal of members of the consortium, partnership or joint venture during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

**1.4.3 Special Purpose Vehicles**

You are a special purpose vehicle (“SPV”) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract. The member organisations of the special purpose vehicle will be jointly and severally liable to Council for the delivery of the requirements of the contract, regardless of (i) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or (ii) the future organisational or legal standing of the special purpose vehicle. You must inform the Council of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

**1.4.4 Multiple Bids**

In some cases, organisations may wish to submit bids as both a sole bidding organisation and as part of a consortium or SPV. The Council will handle submissions from such bidding organisations as follows:

1. An organisation may bid as a sole bidding organisation and as a member of no more than one consortium or SPV. In such cases, both ITT submissions need to be fully completed as set out in these instructions.

2. Organisations may not bid as a member of more than one consortium or SPV. The Council reserves the right to disqualify any such bids.

3. Organisations may not submit multiple bids as a sole bidding organisation. The Council reserves the right to disqualify any such bids.

4. Where a bidding organisation chooses to submit multiple bids as described in (1) above, their turnover and financial standing will not be counted towards that of the consortium or SPV. Any consortium or SPV of which they are a member must be able to pass any relevant financial requirements *without* the contribution of the organisation bidding in multiple.

**1.5 European Single Procurement Document (ESPD)**

The European Union has introduced a “European Single Procurement Document” (ESPD) with the intention of harmonising certain elements of the qualification process to take part in public procurement procedures across the EU.

If a bidding organisation wishes to submit a completed ESPD at this stage of the procedure, the Council will accept this document - as we are generally required to do under Regulation 59 of the Public Contracts Regulations 2015. However, the ESPD is not a requirement of any Durham County Council procurement process – bidders may simply complete the Council’s Selection Questionnaire document (this document), as the Council’s Selection Questionnaire covers all the required information.

If your organisation does decide to submit an ESPD, the Council will use the information in that document in place of your response to **Part 1** and **Part 2**. However, the ESPD does not fully cover the information required for **Part 3** of the response document.

**If submitting an ESPD you must therefore make sure you also answer the questions in Part 3 of the response document.**

**1.6 Completing and Submitting your ITT Response**

**1.6.1 Terminology**

“You”, “your organisation”, “the bidding organisation” or “supplier” means the body completing these questions – *i.e. the entity seeking to be awarded the contract.* These terms are intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company, a charitable organisation, voluntary and community sector (VCS) organisation, social enterprise, special purpose vehicle (SPV), a consortium of such operators, or any other form of entity.

**1.6.2 The Response Document (Document 3)**

Unless submitting an ESPD (see above), bidding organisation must complete and return their ITT submission using ITT Document 3 - the response template issued by the Council. Bidding Organisations must not use any other template(s) and must not alter the page layout or other formatting of the template issued by the Council.

The Document 3 has been designed both to assess the suitability of bidding organisations to deliver the Council’s requirement(s), to exclude any unsuitable bidders, and to establish which of the suitable bidders should be awarded the proposed contract, based on the clearly set out Award Criteria.

Document 3 Response is divided into three parts, explained as follows:

**Part 1: Potential Supplier Information, and**

**Part 2: Exclusion Grounds**

Parts 1 and 2 of your response are a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[1]](#footnote-1). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

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

**Part 3: Additional Selection and Award Questions**

Part 3 contains additional questions, specific to the proposed contract, which you must answer. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

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

Further detail on the completion of Part 3 is provided at Section 2 of this Instructions Document.

**1.6.3 Completing Document 3 Response**

All responses and correspondence must be in English and in typeface Arial, black, font size 11. Bidding organisations must not include any images, charts, logos or other graphics unless explicitly permitted or required to do so by the instructions of a particular question. Any information submitted in this form that has not been so permitted will not be considered.

No other documents, appendices or information (including policies or general marketing literature) should be submitted with the completed response, other than those specifically requested. Any such information will not be considered.

When evaluating responses, the Council will only consider information that is provided in the submission for this ITT. The Council will not cross-reference to previous Selection Questionnaires, tenders or any other submissions previously made to the Council, nor act on any information other than which has been provided as part of the current prequalification process. Information requested by the Council in this ITT must therefore be supplied in your response to this ITT – do not rely on the assumption that the Council is already aware of any information about your organisation, even where the Council has previously dealt with your organisation.

**1.6.4 Questions and clarifications prior to submission**

You are welcome to submit questions, or other relevant requests for clarification, if you feel this is necessary in helping you to complete the ITT. The Council aims to respond in a timely manner, although may need to request further information in order to respond appropriately. The Council reserves the right not to respond to questions that it considers are unreasonable or irrelevant.

Questions and requests for clarification must be submitted via the “Question and Answer” facility on the NEPO Portal.

The deadline for the submission of a question or request for clarification for this ITT is as per the timetable above, unless an amendment to this is issued by the procurement officer. In such cases, questions or requests for clarification must then be submitted by no later than the amended date.

The Council will respond via the NEPO Portal to questions or requests for clarification, where a response is deemed necessary. It is the responsibility of bidding organisations to visit the NEPO Portal during the pre-qualification period to access any requests for clarification and responses that have been posted.

The identity of bidding organisations that submit questions or clarification requests will not be disclosed to other bidding organisations. Requests for clarification and responses to requests for clarification will not be treated as confidential by the Council unless this is specifically requested by a bidding organisation. The Council reserves the right not to accept that a question or request for clarification be treated as confidential, and will notify the bidding organisation making such a request where this is the case, in order that the bidding organisation may have the opportunity to withdraw their request. In such circumstances, should the bidder fail to withdraw the request within three working days, the Council reserves the right to publish the request and the Council’s response to it via the NEPO Portal.

**1.6.5 Submitting your ITT Response**

Completed ITTs must be returned via the NEPO Portal system no later than the date and time stipulated in the timetable above, unless an extension has been granted by the procurement officer. *Any such extension will apply to all bidding organisations and will be clearly indicated on the NEPO Portal. Completed ITTs must then be returned no later than the extended date stipulated.*

**Submissions (including any part thereof) received after the stated deadline will not be accepted.** It is entirely the responsibility of the bidding organisation to ensure that it submits its response in line with the stated deadline date and time.

In the event that a bidding organisation believes that it is unable to submit an ITT through the NEPO Portal and requires technical assistance or further information to do so, bidders must contact the NEPO Portal administrators using the helpline contact details given on the Portal website, ensuring there is adequate time for the administrators to support the bidding organisation to upload their submission by the stated deadline. In such cases, if a bidding organisation’s response is received after the stated deadline the submission will be classed as late and will not be accepted.

In the event that a bidding organisation is unable to submit an ITT through the NEPO Portal system as a result of a problem with the NEPO Portal system, bidders must contact the NEPO Portal administrators to report the issue immediately and prior to the submission deadline. The Council will then take this into consideration if a submission is received after the stated deadline.

**2. FURTHER GUIDANCE ON COMPLETING PART 3**

**2.1 Section 4, 5, 6, and 7 Essential Criteria**

As noted above, Part 3 contains additional questions, specific to the proposed contract, which you must answer.

**Sole Bidding Organisations**

You must provide all the information requested in this section.

**Consortia, Partnerships, Joint Ventures and Special Purpose Vehicles**

You must provide all the information requested in this section in respect of all the consortium or SPV member(s) as named in your response to Part 1

**Evaluation Criteria**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process. Note that where there are multiple Essential Criteria questions, you will be disqualified if you fail any of those questions.

**Sections 4, 5 and 6** are government standard questions covering financial standing (if required), group structure (if applicable), and compliance with the Modern Slavery Act 2015. These questions are accompanied by additional notes on their completion.

For ease of reference, the detailed evaluation criteria for each Essential Criteria question for Section 4, 5, and 6 are printed below the relevant question in Document 3.

**Section 7** contains a number of additional questions which are evaluated on an “Essential Criteria” or “pass or fail” basis. These are used where the Council requires evidence that the bidding organisation meets a specific requirement – such as having a particular licence or form of certification in place, or complying with health and safety standards. Unlike scored Technical Questions, Essential Criteria are considered so crucial to the requirement that if a bidder cannot meet them, it would not be possible for that bidder to be awarded the contract.

**7.1 Insurance**

**7.2 Health and Safety**

**7.3 Equality and Diversity**

**7.4 Environmental Management**

**7.5 Contract Specific Essential Criteria Questions**

**Section 7.1 Insurance**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

**Evaluation Criteria**

| **Fail** | **Pass** |
| --- | --- |
| Failure by the bidding organisation to confirm that it has or, if successful, will buy the specified minimum levels of insurance. | The bidding organisation confirms that it has or, if successful, will buy the specified minimum levels of insurance. |

Successful bidders will be required to provide evidence of insurance cover at the contract award stage.

ADDITIONAL NOTE for CONSORTIA and SPV bidders:

**Consortia, partnerships and joint ventures**

Consortia must confirm that the consortium collectively has the required levels of insurance, except for employer’s liability – each consortium member that employs staff must have an individual policy at the required level for this.

**Special Purpose Vehicles**

Special purpose vehicles must confirm that either the vehicle itself, or one of the members of the vehicle, where the policy specifically extends cover to the vehicle, has the required levels of insurance.

**7.2 Health and Safety**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

**Evaluation Criteria**

| **Fail** | **Pass** |
| --- | --- |
| Failure by the bidding organisation to confirm they agree to the Health & Safety undertakings as described. | The bidding organisation confirms they agree to the Health & Safety undertakings as described. |

ADDITIONAL NOTE for CONSORTIA and SPV bidders:

**Consortia, partnerships and joint ventures**

The lead consortium member must ensure that the information in this section regarding Health & Safety is effectively communicated to all consortium members. The lead consortium member must provide assurance that all consortium members understand, and have the ability to fulfil all health and safety requirements relating to the work being undertaken.

**Special Purpose Vehicles**

The lead SPV member must ensure that the information in this section regarding Health & Safety is effectively communicated to all of the organisations represented by the SPV. The lead SPV member must provide assurance that all SPV members understand, and have the ability to fulfil, all health and safety requirements relating to the work being undertaken.

**7.3 Equality and Diversity**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

**Evaluation Criteria**

| **Fail** | **Pass** |
| --- | --- |
| Failure to confirm that the bidding organisation complies with any of its legal obligations as outlined  **OR:**  Evidence of findings of unlawful discrimination by any court or industrial or employment tribunal or formal investigation and no evidence of adequate steps (or evidence of inadequate steps) taken as a consequence of any findings. | The bidding organisation confirms that it complies with all of its legal obligations as outlined  **AND:**  No evidence of findings of unlawful discrimination by any court or industrial or employment tribunal or formal investigation; OR evidence of findings of unlawful discrimination by a court, tribunal, or formal investigation but evidence is provided of adequate steps taken as a consequence. |

**7.4 Environmental Management**

This section is evaluated on a pass/fail basis. Bidders who fail will be disqualified from the procurement process.

**Evaluation Criteria**

| **Fail** | **Pass** |
| --- | --- |
| A relevant and material prosecution, notice or sanction has been made against the bidding organisation and there is insufficient evidence of adequate steps (or evidence of inadequate steps) taken as a consequence of any findings. | No evidence of relevant prosecution, notice or sanction having been made against the bidding organisation  **Or:**  Evidence of a relevant prosecution, notice or sanction having been made, but evidence is provided of adequate steps taken as a consequence of any findings. |

**2.2 Section 8 Scored Technical Questions**

**Instructions for All Organisations**

You must answer all questions in this section. Failure to respond to any question is likely to result in the bidder receiving a zero score for that question. You must not exceed the stipulated word limit allowed for a particular question or element of. Any words provided that fall outside of the word limit will not be considered, regardless of their relevance or quality.

All responses must be submitted in the main body of the Tender, in the box provided underneath the relevant question. Do not include any part of your response as appendices, attachments, web links or other cross-referencing; unless specifically asked for, these will not be considered.

Responses to technical questions will only be assessed on the basis of the question for which the response is provided. Evaluators will not cross reference information from answers to other questions or parts of, regardless of its relevance or quality.

Evaluators will not cross-refer to previous tenders related to this or any other tender competition run by the Council, nor act on any information other than has been provided as part of the current procurement process. Evaluators will only consider information that is provided in the Tender and that complies with the requirements of the ITT.

**Sole Bidding Organisations**

You must answer each of the technical questions in respect of your own organisation only.

**Consortia, Partnerships and Joint Ventures, and Special Purpose Vehicles**

The lead consortium member must answer each of the technical questions on behalf of the whole consortium, SPV. You may draw on the experience, skills, capability and capability of any combination of the consortium/SPV members you have named in Part 1, but these must be submitted by the lead member in the form of a single response to each question. Do not submit more than one Tender or attach responses as appendices; these will not be considered.

**2.2.1 Weightings**

The total weighting for all technical questions in this ITT is **30%.** Each technical question has been given a percentage weighting which will be used to calculate the bidders’ final weighted score for technical questions relating to each of the Lot(s) they are tendering for. Scores for each question will have weightings applied, as shown below and will be added together to achieve the final weighted score for technical questions.

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Number** | **Technical Question Subject – Generic to All Lot(s)** | **Percentage Weighting** | **Tie Break Priority** |
| 8.1 | Methodology | **25%** |  |
| 8.2 | Proposed and Named Contract Manager | **5%** |  |
| **Final Weighted Score for Technical Questions** | | **30%** | |

**Important Note:** If a bidder is tendering for one or more Lot(s) then their quality score (which is generic to each Lot(s)) will be added to each of their total price scores for each Lot(s).

A bidder only needs to answer the Technical Questions for one Lot(s).

**2.3 Section 9 Price**

The total weighting for Price in this ITT is **70%**

Bidders must price on the basis that that you are making an offer on the terms of the Contract (including the service requirements) as supplied in this ITT. All prices must be stated in pounds sterling and exclusive of VAT.

**The method for evaluating price is as follows:**

**Method for calculating the final percentage weighting for Price per Individual Lot(s)**

**Price Score Evaluation for each individual Lot(s)**

* Fixed Pricing required for 6 months for all specified products with an individual Lot(s)
* Fully completed Pricing Schedule for each Lot(s)
* AVA Equipment specified within a Lot(s) is individually weighted to add up to the overall total price score of 70%. The higher the weighting applied to an individual product the more important that product is to the Council.
* If a Bidder’s response contains **any omissions** in the Pricing Schedule for each Lot(s) tendered, then the Council reserves the right (at its discretion) to disqualify the entire bid or to see further clarification regarding the omission. In practice, if there are significant omissions, the Council is likely to exercise its discretion to disqualify the entire bid.
* Bidders are to price up for **exact make and model of item specified**. However, where a make and model is accompanied by the wording or an ‘Equivalent’, then the Council’s Officers responsible will make a decision as to whether the ‘Equivalent’ offered is an equivalent. Where a make or model is not deemed to be an ‘Equivalent’, then the Council will reserve the right to clarify this with the bidder.

**Generic to All Lot(s) – Pricing Calculation**

**70% Price Lot(s) Weighting**

Each Lot is broken down into a number of elements and each element has been allocated a percentage weighting according to its importance. Bidders must submit a price for each element within a Lot(s). **Only one price must be submitted per element**. Bidder(s) **cannot add any additional elements** into any of the Pricing Schedules for each Lot(s) as this may invalidate their tender submission.

A Bidder’s score for each element within an individual Lot(s) will be determined using the following: calculation:

Lowest bidder’s submitted

price per element

­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x element % weighting

Bidder’s submitted

price per element

The Percentage weightings for all individual element(s) within a Lot(s) Pricing Schedule will then be added together for each bidder to give an overall % weighting for that Lot out of a potential 70% Lot Price Weighting.

**Initial 6 months of the Framework**

A bidder’s total price score for that Lot(s) out of 70% price weighting will be added to a bidder(s) total quality score out of 30% quality weighting. The bidder with the highest combined score for price and quality for that Lot(s) out of 100% price/quality weighting will be awarded 1st place on the Framework for that Lot(s) for the initial period of 6 months and will receive orders up to the specified order value for the Lot(s) when the Council uses the Direct Award mechanism and only when the 1st ranked bidder cannot deliver, will the requirements go to the 2nd ranked bidder and so on.

**After the Initial 6 months of the Framework**

After the initial period of 6 months, all ranked bidder(s) for each Lot(s) will be subject to a price refresh based on 100% price and the ranked bidder(s) for each Lot(s) who scores the highest weighting out of 100% price weighting will be awarded 1st place on the Framework for that Lot(s) for the next 6 months of the Framework and will receive all of the orders up to the specified order value for each Lot(s) when the Council uses the Direct Award mechanism.

**Important Note:** The Council reserves the right to decide on the % weightings for each product within each Lot(s) when a price refresh takes place after the initial 6 months and out of a potential 100% price weighting and for each price refresh that is undertaken by the Council.

The figures inputted by the bidder will be checked for arithmetical accuracy. If any mathematical errors or anomalies are identified the bidder will be given the option of allowing his figures to stand or to amend the figures to correct a genuine mathematical error. Bidders may also be asked to explain any anomalies in the figures provided. If a Bidder’s Pricing Schedule contains omissions, the Council reserves the right (at its discretion) to disqualify the entire Bid or to seek further clarification regarding the omission. In practice, if there are significant omissions the Council is likely to exercise its discretion to disqualify the entire Bid.

The Council may (subject to compliance with the Public Contracts Regulations 2015, particularly Regulation 69) reject a Tender if in the reasonable opinion of the Council the offer made by a bidder is abnormally low.

**2.4 Section 10 Certificates and Declarations**

Please ensure you read this section, including the declaration, very carefully before completing it.

It is the responsibility of the signatory to satisfy themselves that they have the necessary authority, within their organisation, to sign on the organisation’s behalf.

| **Fail** | **Pass** |
| --- | --- |
| The declaration has not been signed by an authorised person as described above **or** some of the information required has not been provided **or** the declaration has been qualified. | The declaration has been signed by an authorised person as described above, **and** all of the information required has been provided, **and** the declaration has not been qualified in any way. |

The **Evaluation Criteria** applied to the form of tender and declaration is:

1. **POST-SUBMISSION GUIDANCE: EVALUATION, AWARD, CONFIDENTIALITY, AND IMPORTANT NOTICES**

**3.1 Evaluation Post Submission**

This section outlines the methodology by which Tenders will be evaluated. The Council does not undertake to accept the lowest or any tender. The Council may at its discretion reject a Tender which is non-compliant with the requirements of this ITT. Tenders will be evaluated using the following process:

* + 1. **Gateway 1** If a Tender is received through the NEPO Portal on or before the Tender Deadline as detailed in section 1.3, it will be considered to have met the requirements of Gateway 1 and will progress to Gateway 2. Any Tender that arrives after the Tender Deadline will not be considered to have met the requirements of Gateway 1 and will not progress further.
    2. **Gateway 2** The Council will undertake a completeness and compliance check upon receipt of the Tender. It is essential that all questions in the ITT are answered and that all information requested is submitted and in the correct format. If a bidder’s Tender contains omissions, the Council reserves the right (at its discretion) to disqualify the entire bid or to seek further clarification regarding the omission. In practice, if there are significant omissions the Council is likely to exercise its discretion to disqualify the entire Tender. Any tender not considered to have met the requirements of Gateway 2 will not progress further.
    3. **Gateway 3** Sections 1 to 7 will be evaluated on a pass/fail basis. Bidders who fail any section will be disqualified from the process. Only those bidders who pass all of the sections 1 to 7 will progress to have their responses to Section 8, Technical Questions, and Section 9, Price evaluated.

**3.2 Final Evaluation Score**

The final weighted score obtained by each bidder for Technical Questions and Price will become the bidder's overall Final Evaluation Score. Bidders will be ranked in respect of their evaluation score from highest to lowest.

**3.3 Tie Break Methodology (and accordingly)**

Where two or more organisations are tied for invitation to tender then the following tie break methodology will be applied:

* The bidder with the lowest price will win the tie.
* If the tie cannot be broken according to price, it will be broken by the bidder which received the highest marks for the technical questions, taken in order or priority until the tie is broken (as per section 2.2.1)

**3.4 Optional Framework Award and Operation Mechanism**

**Call-Off Mechanisms for the Framework**

The Council intends to appoint a maximum of 3 ranked bidders to each Lot(s) and the Framework will operate two call-off mechanisms, which are as follows:

**Direct Award Call-Off**

Direct Award to the 1st ranked bidder for each Lot(s) can be called off up to the following individual order values and for an initial Framework period of 6 months whereby all ranked bidders will be subject to a price re-fresh to establish their place on the Framework for the next 6 months and so on.

* Lot 1 – Smart Equipment – Individual Order Value - £10,000
* Lot 2 – Promethean Equipment - Individual Order Value - £10,000
* Lot 3 – Clever Touch Equipment – Individual Order Value - £10,000
* Lot 4 – Televisions – Individual Order Value - £5,000
* Lot 5 – Projectors – Individual Order Value - £5,000
* Lot 6 – Miscellaneous Equipment – Individual Order Value - £5,000
* Lot 7 – Cabling – Individual Order Value - £1,000
* Lot 8 - Mountings & Brackets – Individual Order Value - £5,000

**Further Competition Call-Off**

A Further Competition process must be undertaken for the Council’s requirements for Special Projects and for individual order value(s) where the total order value exceeds the order value thresholds stipulated above for each individual Lot(s).

All ranked bidder(s) awarded a place on the Framework for an individual Lot(s) must be invited to submit a bid. This process must be undertaken with all ranked bidder(s) in that Lot(s) and this Further Competition process will apply throughout the entire duration of the Framework period.

**Operation of Direct Award Call-off Mechanism for all Lot(s)**

To obtain a ranked position on the AVA Framework for an individual Lot(s) potential bidder(s) must first of all pass all of the mandatory criteria set out in Section 7.5 Specific Essential Criteria of the ITT Document 3 – Tender which is scored on a Pass/Fail basis. If potential bidder(s) pass all of the essential criteria then their submission will be evaluated on a Quality/Price criteria which will be scored out of a total of 100% Quality/Price weighting.

The bidder with the highest combined Quality/Price score for each Lot(s) will be ranked 1st on the Framework for each Lot(s) and will receive all of the business for the first 6 months of the Framework for any call-off order up to the individual threshold value.

If for any reason the 1st ranked bidder for each Lot(s) for an initial period of 6 months cannot carry out the requirements of the Framework, due to timescales, resource issues, high periods of demand etc., then the Council will be able to offer the business on this occasion to the 2nd ranked bidder and so on, however the 1st ranked bidder for each Lot(s) for an initial period of 6 months will always receive all of the business for that Lot(s) when using the Direct Award call-off mechanism.

**Operation of Further Competition Mechanism for All Lot(s)**

For Special Projects and individual order values for each Lot(s) where the total value exceeds the individual order value thresholds outlined above, then the Council will be required to undertake a further competition process and must invite all ranked bidder(s) in that Lot(s) to submit a bid.

The Council will issue a Further Competition Document via the Council’s NEPO (North East Procurement Organisation) Portal. All ranked bidder(s) for that Lot(s) will be required to complete and return the Further Competition Document within a specified timeframe of 24 hours and whereby the results will be evaluated on 100% price evaluation and any specified essential criteria at that time.

**Position on the Framework for Years 1, 2, 3 and 4 for all Lot(s)**

A bidder’s ranked position on the Framework for Years 1, 2, 3 and 4 will be subject to two 6 monthly price refresh competitions which will be evaluated on a 100% price evaluation only.

The bidder with the highest priced bid out of a 100% price evaluation for each 6 month price refresh will obtain 1st ranked position on the Framework for that Lot(s) for the 6 months and will receive all of the business. There will be always be a maximum of 3 ranked bidder(s) on the Framework for each Lot(s) for Years 1, 2, 3 and 4. The Council reserves the right to decide on how the 100% price weighting will be split across each Lot(s) and the individual weightings relating to products within that Lot(s) at the time of each price refresh.

If for any reason the 1st ranked bidder for each Lot(s) for Years 1, 2, 3 and 4 cannot carry out the requirements of the Framework, due to timescales, resource issues, high periods of demand etc., then the Council will be able to offer the business on this occasion to the 2nd ranked bidder and so on, for each Lot(s), however, the 1st ranked bidder for each Lot(s) over the period of the Framework will always receive all of the business for that individual Lot(s) when using the Direct Award call-off mechanism.

**3.5 Requests for Clarification after Submission**

The Council may seek clarification of any information contained in responses to the ITT from bidding organisations during the evaluation period. For example, this may include, where relevant, requests for the organisations audited financial statements, where a financial check forms part of the ITT.

Requests for clarification after submission will be made via the NEPO Portal. Bidders must ensure that they have access to and monitor the system during the evaluation period.

It is the responsibility of the bidding organisation from which clarification is sought to provide the requested information within the time specified by the Council. If an organisation does not supply the requested information, within the time specified, this may have the following results:

* The Council may be forced to disqualify the organisation’s bid; for example, in such cases where the information requested by clarification is necessary to determine the organisation’s eligibility for selection; or
* The bid may be otherwise disadvantaged; for example, in such instances where the information requested by clarification is necessary to determine the organisation’s score for a response to a technical question, failure to clarify is likely to lead to a lower score being assigned.

**3.6 Contract Award**

Following the results of the evaluation the Council will be in a position to award the Framework and the individual Lot(s) to the 3 ranked bidder(s) with the highest final evaluation score per Lot(s) and subject to the following:

* Completion of the statutory ten day standstill period
* The bidder’s Tender will constitute a binding offer on the terms indicated in the ‘Form of Tender’. That offer will not be considered formally accepted by the Council (and the bidder will not formally become the Contractor) until it is issued with a Contract executed by the Council.
* Confirmation of the bidder’s status in relation to the information provided in Part 1, Part 2, or Part 3, where required.

In the event of any material change to any of the information contained in the Tender between the date of this Tender and the date that the Council informs bidders of whether or not they have been selected, then the bidder shall immediately notify the Council in writing of such change.

The Council is entitled to revisit the selection and/or evaluation of the bidder, on the basis of any material change that has occurred, and it may exclude the bidder, if necessary, as a result of that process. Final determination of whether or not any change is material is at the Council’s discretion.

**3.7 Notification**

Successful and unsuccessful bidders will be notified of the evaluation results through the NEPO Portal.

**3.8 Contract**

The Council expects that each bidder who submits a Tender does so in its own name (e.g. rather than in the name of another group company, or if the bidder is a consortium, in the name of the consortium that was accepted at the Tender stage). If a bidder is accepted onto the contract, the Council would expect that entity to enter into the relevant contract.

**3.9 Confidentiality**

When providing details of previous contracts, in answering any questions requiring case studies, or references from previous customers, the bidding organisation agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Council reserves the right to contact any customers or clients named by the bidding organisation, to verify any statements made by the bidding organisation. The named customer or client does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer or client contact, other than where it is necessary to disclose this to the Cabinet Office and/or other contracting authorities as defined by the Public Contracts Regulations 2015.

**3.10 Freedom of Information**

The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 impose duties of openness on the Council which determine how we treat any information provided by bidding organisations as part of the ITT process, whether or not this would generally be considered confidential or you have requested that it be treated as confidential.

Further information on the Act and Regulations and on how the Council will treat any information provided by organisations may be found at:

<http://www.durham.gov.uk> (search for ‘Freedom of Information’)

Bidding organisations must satisfy themselves that they understand and accept the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

**3.11 Use of this Document and Accompanying Documents**

This document and any accompanying documents are for use by organisations which wish to be considered for the award of this contract, their professional advisers and other parties contributing to responses to the ITT. The Council authorises the use of these documents for this purpose only. They must not be used for any other purpose.

The Council has issued these documents, and any other documentation that it issues for this tender process on the basis that they remain the property of the Council and you must treat the contents as confidential. You must not share the contents, in part or whole, of any documents issued with any organisations or individuals that are not directly supporting your organisation in the tender process. Any organisations or individuals with whom you share the contents, in part of whole, of any documents issued will also be bound by the full terms and conditions found within. If you are unable or unwilling to comply with this you must:

* + destroy this document, and all associated documents at once; and
  + not keep any electronic or physical copies.

This ITT is made available in good faith. The Council gives no warranty as to the accuracy or completeness of the information contained in it, and disclaims any liability for any inaccuracy or omission.

The Council reserves the right to cancel this procurement process at any point. The Council is not liable for any costs or other losses resulting from the cancellation of this process, nor for any costs incurred by organisations by taking part in the procurement process.

**3.12 Canvassing**

The Council reserves the right to disqualify (without limiting the remedies the Council may seek, or the other action the Council may take) any bidding organisation which:

* offers any inducement, fee or reward to any member or officer of the Council or any person acting as an adviser for the Council in connection with this ITT;
* does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916;
* canvasses any member or officer of the Council in connection with this ITT; or
* contacts any member or officer of the Council prior to contract signature about any aspect of this ITT in a manner not permitted under the terms of this ITT.
* offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender.

**Appendix 1 - Terms of Deed**

*This template deed shall be used where a bidding organisation is providing a guarantor in order to satisfy the requirements of the Financial Assessment.*

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| --- | --- |
| Definitions and interpretation | |
| This Deed shall be interpreted in accordance with the rules of interpretation indicated in the Services Agreement. | |
| If there are two (2) or more parties named as the Guarantor, their obligations under this Deed shall be joint and several. | |
| Except to the extent otherwise stated in this Deed or except to the extent the context otherwise permits or requires, words and expressions in this Deed shall have the same meanings as is attributed to them in the Services Agreement. | |
| The following words and expressions shall be given the meaning ascribed to them respectively below, except to the extent the context requires: | |
| Demand | Has the meaning given in clause 2(a). |
| Permitted Claimant | The Council or such other third parties with rights under the Services Agreement or any of them collectively. |
| Provider | The party identified as such in the Summary, including its successors and assigns. |
| Provider Obligations | Any and all of the actual or contingent obligations (including without limitation, the obligation to pay money, whether as compensation for breach of the Services Agreement or otherwise), duties, liabilities, restrictions and prohibitions of the Provider arising under or in connection with the Services Agreement and owed to any relevant Permitted Claimant, whether owed in tort, contract, under statute or otherwise. |
| Services Agreement | The Services Agreement indicated as such in the Summary, including any extensions or modifications to it, and (if the Services Agreement) any individual contract for orders entered under or pursuant to it. |
| Guarantee | |
| In consideration of the Permitted Claimant agreeing to the Guarantor’s request to enter into the Services Agreement with the Provider instead of with the Guarantor (which the Guarantor acknowledges to be reasonable consideration), the Guarantor in accordance with and subject to the other provisions of this Deed hereby unconditionally and irrevocably undertakes to each Permitted Claimant that the Guarantor will by the deadline indicated in paragraph (b) of its receipt of a written demand (‘Demand’) issued by the relevant Permitted Claimant in accordance with this Deed (having particular regard to clause 4(a)) and without requiring proof or setting conditions and irrespective of whether there is any dispute raised by the Provider or any other person with rights and obligations under the Services Agreement pay to the relevant Permitted Claimant who issued the Demand in full and without exercising any rights of set off or making any deductions or withholdings whatsoever the amount indicated in the Demand. | |
| The Guarantor is required to pay the amount indicated in paragraph (a) within seven (7) days of it being given the Demand. | |
| The obligations of the Guarantor under this Deed are primary and not only by way of surety. Without limiting this, nothing in this Deed shall require the Permitted Claimant to have exhausted any or all rights and remedies (or to exercise any of them at all) against the Provider in relation to any particular Provider Obligation before issuing a Demand against the Guarantor in relation to that Provider Obligation. | |
| To the fullest extent permitted by law, the Guarantor irrevocably and unconditionally waives any right it may otherwise have under or by the operation of any applicable law to have its obligations under this Deed discharged in part or full before full payment under paragraph (a). | |
| To avoid doubt and without limiting the Guarantor’s liability, the Guarantor shall not in any way be discharged or otherwise released from any liability under this Deed by any one or more the following: | |
| Any invalidity, illegality or unenforceability of the Services Agreement. | |
| The reorganisation of the relevant Permitted Claimant or any change in its status, function or control. | |
| The making of any outstanding court order or the passing of any resolution requiring the Provider to be dissolved or wound up, or the appointment to the Provider of a liquidator, provisional liquidator, trustee, administrator, controller, receiver, or receiver and manager (or equivalent to any of these in the relevant jurisdiction). | |
| If the Provider is a natural person, his/her death or permanent disability. | |
| Any other act, event or circumstance which otherwise operates to discharge, impair or otherwise adversely (from the Permitted Claimant’s perspective) affect the obligations of the Guarantor under this Deed or any of the rights, powers or remedies of the Permitted Claimant under this Deed or otherwise by law. | |
| If from time to time there is any overdue debt owed by the Guarantor to a relevant Permitted Claimant arising under or in connection with this Deed, the Guarantor shall (in addition to the overdue principal and if included in any further Demand issued by the Permitted Claimant) pay the Permitted Claimant interest in accordance with this paragraph. The Permitted Claimant may charge the Guarantor interest on the overdue amount and on any reasonable costs incurred by the Permitted Claimant in collecting that overdue amount, including reasonable legal costs. Interest may be charged by the Permitted Claimant at a rate not exceeding that indicated in the Summary, provided that if that rate exceeds the maximum rate permitted by law from time to time, the maximum rate permitted by law shall instead apply in those circumstances. Such interest shall compound monthly commencing from the relevant due date until the date of actual payment, whether before judgement or otherwise. | |
| Nothing in this Deed shall in itself be read to relieve the Provider in relation to any Provider Obligation to which a Demand relates to the extent any amount referred to in that Demand remains unpaid by the Guarantor. | |
| Use voting powers etc | |
| If and to the extent the Guarantor has any voting or similar powers to vote or otherwise direct matters relating to the Provider, the Guarantor shall not use such voting or similar powers to deliberately or recklessly cause the Provider to breach the Services Agreement from time to time. | |
| Demand | |
| The Permitted Claimant shall not be permitted to issue the Guarantor a Demand except in relation to any breach by the Provider of any Provider Obligation from time to time. | |
| Nothing in this Deed shall in itself limit the number of Demands the Permitted Claimant is permitted to issue from time to time under this Deed. | |
| Any Demand issued by the Permitted Claimant from time to time must, in order to be valid, be substantially in the form set out in Schedule 1 to this Deed and must be served on the Guarantor at the address given in the Summary or such other address as notified from time to time no less than fourteen (14) days beforehand by the Guarantor to the Permitted Claimant. | |
| Warranties | |
| The Guarantor hereby warrants each of the following subject to any written disclosures made to the Permitted Claimant before the date of this Deed, each such warranty to be read independently of each other and for the separate benefit of each Permitted Claimant: | |
| The claims the Guarantor has made about itself about its financial status in any documents supplied to the Council in connection with this Deed (including any tender response, brochure or the like issued by the Provider in connection with the Services Agreement) are, to the best of the Guarantor’s knowledge having made proper inquiry, materially true and are not reasonably likely to mislead the Council by omission. | |
| The Guarantor has validly executed this Deed and its obligations under it are valid and binding upon it. | |
| There are no material facts about itself which the Guarantor has negligently or deliberately withheld from the Council which, if disclosed, would be likely to materially affect the decision of the Council (acting reasonably in the circumstances on its own behalf and on behalf of each and any other Permitted Claimant) to enter this Deed or the Services Agreement on their respective terms. | |
| The Guarantor validly exists under the law of the place where it was incorporated or otherwise constituted, it has the power under its constituent document and has obtained the relevant resolutions and taken the required corporate action to enter the Deed and to carry out its obligations under it. | |
| The Guarantor is able to pay its debts when they fall due. | |
| By entering into, and carrying out its obligations under this Deed, the Guarantor has obtained all necessary third party consents, and (to the best of its knowledge having made due inquiries), it will not breach any other duties (including contractual, fiduciary or statutory duties) it owes to third parties, nor will it breach any stock exchange rule or the terms of any permit or any other law in doing so. | |
| Release | |
| This Deed is to continue for the benefit of, each respective Permitted Claimant and may be assigned by it from time to time without requiring the prior consent of the Guarantor. | |
| Partial invalidity | |
| If from time to time any provision of this Deed is held by any court or similar body of competent jurisdiction in to be invalid or unenforceable for any reason, or if from time to time a relevant Permitted Claimant receives a written opinion from a barrister or solicitor admitted in England for not less than ten (10) years that any provision of this Deed is invalid or unenforceable for any reason, the following shall apply for the purposes only of each affected jurisdiction: | |
| If legally possible, that provision shall be modified by removing or altering those parts of that provision that create the invalidity or unenforceability, such removal or alteration to be to the minimum extent necessary to allow the provision to be held to be valid and enforceable, having regard to the purpose of the offending provision. | |
| If the preceding paragraph is not legally possible, the entire provision shall (unless it alters the fundamental nature of this Agreement or is otherwise against public policy) be severed from this Deed, and the remaining provisions shall remain in full force and effect. | |
| Notices | |
| To be valid for the purposes of this Agreement, a notice (for which purpose shall include any relevant Demand) given by a party to the other for the purposes of this Deed must be in writing, reasonably legible, in English, in the case of a Demand compliant with other requirements under this Deed, and must be marked to the attention of the relevant person indicated in the Summary or his/her replacement as notified by the intended recipient in writing from time to time not less than fourteen (14) days beforehand. | |
| To be validly given, a notice given by a party for the purposes of this Deed must be given in at least one of the following ways: | |
| By hand delivery to the individual to whose attention the notice is marked. A notice given in this manner shall be deemed to have been given immediately on delivery. | |
| By sending the notice to the address of the intended recipient indicated in the Summary (or such other address as notified by the intended recipient in writing from time to time not less than fourteen (14) days beforehand) by recorded mail or by a reputable courier. A notice given in this manner shall be deemed to have been given (except if returned to the sender undelivered) two (2) business days after the date it is sent. For the purpose of this Deed, a business day shall be any day other than a Saturday, Sunday or any other bank or public holiday in England. | |
| By fax to the intended recipient to the fax number of the intended recipient indicated in the Summary or such other fax number as advised by the intended recipient from time to time not less than fourteen (14) days beforehand. The notice given in this manner shall be deemed to have been given when the last page of the notice is successfully transmitted, except that if such time is outside the hours of 9.00 am and 5.00 pm on a business day, that notice shall be deemed to have been given at 9.00 am on the next business day. If the Guarantor is not based in England, times indicated in this paragraph shall refer to times in England. | |
| To avoid doubt, notices purportedly given by e-mail are deemed not to be valid for the purposes of this Agreement. | |
| Notices intended for any Permitted Claimant other than the Council shall be issued to the Council on that Permitted Claimant’s behalf. | |
| Law This Deed shall be interpreted according to the law of England. The parties to this Deed shall submit to the exclusive jurisdiction of the courts of England. | |
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**SCHEDULE 1 – FORM OF DEMAND**

*[On Permitted Claimant’s headed notepaper]*

To *[*Name and address of Guarantor*]*

Attention: *[* *]*

*[Details of Provider and Services Agreement]*

*Deed of Guarantee dated [ ] (‘Deed of Guarantee’)*

The person indicated below, as a properly authorised officer of *[name of Permitted Claimant]*, hereby certifies that the *[name of Provider]* is in breach of the Services Agreement referred to above and as defined under the Deed of Guarantee referred to above.

*[Name of Permitted Claimant]* hereby demands payment under the Deed of Guarantee of *[* *]* *[in words and figures]* being the sum which *[name of Permitted Claimant]* claims to be entitled to.

Please make payment of this sum to the account of *[details and account number]*.

Yours faithfully

………………………………………..

for and on behalf of *[name of Permitted Claimant]*

1. For the list of exclusion please see: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-1)