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| **Annex 1** |
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| **Invitation to Tender**  **for** Tender Ref: MKUH ITT 165Ward 14 Passenger Lift Refurbishment Tender Submission Deadline: 12.00 noon 27th May 2020 |
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**Introduction**

**Tender Ref:** MKUH ITT 165

**Project Title:** Ward 14 Passenger Lift Refurbishment

The Milton Keynes University Hospital (MKUH) is going out to tender to identify a provider for the Ward 14 Passenger Lift Refurbishment.

The tender pack sets out the information which is required in order to assess the suitability of applicants to meet the Trust’s requirements. The successful applicant will be required to deliver services in accordance with all attached documents and the contract to be placed. The contract will be subject to Milton Keynes University Hospital NHS Foundation Trust’s requirements and satisfactory performance through continuous monitoring and performance review. During the contract life, the successful applicant will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

The entire tendering process must be carried out through the ProActis (Due North) ProContract system. The use of ProActis Due North will ensure the safe and efficient transfer of tender documentation sent on behalf of the client to the contractor and by the contractor back to the client. Automatic access to the tender documentation will be granted on completion of registration to the ProActis Due North site.

To register and access the documents please use the following link:

<https://procontract.due-north.com/SupplierRegistration/Requirements>

We advise you to check that you have registered either a minimum of two addresses within your company, or else a group address (e.g. sales@...) which is regularly checked by more than one person. This will help to ensure that you will receive any additional information that we publish and that you will be able to submit your Tender, even if a key person is absent.

To prevent your IT system from treating web‑based messages from Due North as junk or spam, please mark ProContract Notifications as a “safe” sender, and/or ensure that registered addressees check their “Junk” folder regularly to pick up any such messages before they are automatically deleted.

For technical help on using ProContract Due North, please contact the support team at [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com) or call them on +44 (0)1670 597120 .

1. **Overview of Milton Keynes University Hospital NHS Foundation Trust (the “Trust”)**
   1. Milton Keynes University Hospital NHS Foundation Trust serves the population of a large, expanding urban area with a current population of circa 230,000, growing by approximately 5,000 yearly.

Milton Keynes University Hospital NHS Foundation Trust consists of one medium-sized district general hospital. The trust provides a full range of hospital services including an emergency department, critical care, general medicine including elderly care, general surgery, paediatrics and maternity care. In total, the trust has 517 hospital beds. In addition to providing general acute services, Milton Keynes University Hospital increasingly provides more specialist services, including cancer care, cardiology and oral surgery.

## 2 The Requirement

2.1 Milton Keynes Hospital NHS Foundation Trust invites bidders to provide a competitive FIXED PRICE TENDER for the design, manufacture, supply, delivery, installation, all associated builders and electrical works, testing, commissioning and 12 months maintenance relative to the modernisation of the existing Ward 14 Bed/Passenger Lift, afforded to the hospital, all as detailed within the Specification. The appointed supplier will work closely with the Trust’s Capital Projects Team and Security Team.

The tender may only be submitted via the e-tender portal with the Specification document duly completed in full and returned with Technical Sections (Annex 3) and Pricing Schedule Sections (Annex 9) signed by a Director of your company. Should you find any necessity to deviate from the Specification this shall be indicated in your covering letter *and fully* detailed in returned bid, including confirmation of any financial implications relevant to any deviations. Any incomplete tender in this respect may not be considered further, including items such as technical information sheets and request of programming details.

Please note that the ‘Technical Requirements’ section of the Specification may include details of the requirements of specific elements not relevant to this particular project, and this section is to be used as a cross-reference for all relevant sections only (i.e. where stipulated as being required within the various Schedules of requirements, and those applicable to your offered lift product).

Special care and adequate supervision must be given in maintaining safe working conditions on site, no breaches will be acceptable. All work areas, including the lift machine room & shaft areas, must be kept secure when not occupied by the Lift Contractor and fully guarded under normal working conditions. These conditions, particularly supervision, must be carried out to the letter with all specialised sub-contracted, as well as direct employed labour. A responsible Foreman must be on site during all working hours, including periods when sub-contracted labour may only be present. The work area, as it is within a live hospital environment, shall be fully hoarded at each landing entrance; the footprint of said hoarded area shall be discussed and agreed on site.

It should be considered for tendering purposes that all hoardings shall be based upon the following specific requirements (final agreed details at each floor shall be discussed in the Pre-Construction Phase):

* Hoardings shall be constructed from MDF timber and are to be painted white at all levels.
* The painted surfaces are to be touched up / re-painted whenever these become marked.
* The corners are to be finished with the edges of the timber butted up together, not mitred, with the joints then filled with flexible caulk filler and painted.
* The hoardings will be 2400mm in height x 2000mm wide, but this shall be adjusted as applicable to suit each floor area and agreed in the in the Pre-Construction Phase.

**3. Accreditation and Standards – Not used**

**4. Tender Conditions and Contractual Requirements**

This section of the ITT sets out the Trust’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“**Procurement Process**”).

|  |  |
| --- | --- |
| 1.1 **DEFINITIONS - CONDITION OF CONTRACT** | |
|  | In this contract (which will be made by the acceptance of a Tender and will comprise the accepted tender, an order (from the Employer) and/or other documents (if any) referred to therein) the following words and expressions used in the Contract Documents shall have the meanings attached to them as defined below: | |
|  | The **"Employer"** shall mean Milton Keynes Hospital NHS Foundation Trust, Estates & Facilities Building, Standing Way, Eaglestone, Milton Keynes, MK6 5LD. | |
|  | The **"Engineer"** shall mean Gerald Honey & Partners Limited, 16 St John’s Hill, Sevenoaks, Kent TN13 3NP. | |
|  | The **"Contractor"** shall mean the successful and appointed Contractor. | |
|  | The **“Architect”** shall mean – Not applicable. | |
|  | The **“Principal Contractor”** shall mean the successful Lift Contractor. | |
|  | The “**Principal Designer**” shall be – To be appointed. | |
|  | **Practical Completion** shall be the date on which the Installation is placed into service and on which minor outstanding items may remain incomplete, following the Engineer's witness test. **However, where a LEIA contract Guarantee Bond is offered, Practical Completion will only be issued following the completion of all defects identified during the Witness test, from which the LEIA bond shall become effective.** | |
|  | **Completion** shall be the date upon which the Engineer shall have certified that the outstanding items have all been completed and is the commencement date for the 12 months Defects Liability and Maintenance Period. **However, where a LEIA contract Guarantee Bond is offered this will be issued on the same date as the Practical Completion.** | |
|  | **Non-Completion** shall be where the agreed date for completion is not met by the Contractor and where items remain outstanding and from when any liquidated and ascertained damages may apply. | |
|  | **Final Completion** shall be the date on which retention monies shall be released and which will normally be 12 months after the date of Completion. | |
|  | **The Works** shall be the modernisation of ‘Ward 14’ Bed / Passenger Lift and shall include the design, manufacture, supply, delivery, installation, test and maintenance of the lift as specified in C13062. | |
|  | **Maintenance** shall mean the fully comprehensive service care of the lifts in their entirety. | |

**4.1 Contracting Requirements**

4.1.1 The contracting authority is the Trust, which includes any subsidiary companies and other organisations that control or are controlled by the Trust from time to time.

4.1.2 The appointed supplier will be expected to deliver the services at Milton Keynes University Hospital, MK6 5LD.

4.1.3 This procurement exercise, and any contract arising from it, will be subject to the Public Contracts Regulations 2015 or the obligations under the European Remedies Directive, as incorporated into the Public Contracts Regulations 2015.

4.1.4 The form of contract will be JCT Terms & Conditions for the Provision of Services.

4.1.5 Please refer to Section 1 Contract conditions.

**4.2 General Policy Requirements**

4.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Trust policies relevant to the goods/services and or works being supplied.

**4.3 General Tender Conditions (“Tender Conditions”)**

4.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

4.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Trust carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Trust for such purposes.

4.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Trust will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Trust.

4.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Trust promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

4.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Trust may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Trust, be extended. Your tender response must comply with any amendment made by the Trust in accordance with this paragraph 3.3.5 or it may be rejected.

4.3.6 Compliance of tender response submission – Any goods/services and or works offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Trust’s requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Trust as part of this Procurement Process.

4.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Trust completed in all areas and in the format as detailed by the Trust in the list of Annexes at the end of this ITT. Any documents requested by the Trust must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

4.3.8 Rejection of tender responses or other documents – A tender response or any other document requested by the Trust may be rejected which:

* contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
* contains hand written amendments which have not been initialled by the authorised signatory;
* does not reflect and confirm full and unconditional compliance with all of the documents issued by the Trust forming part of the ITT;
* contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Trust in any way;
* is not submitted in a manner consistent with the provisions set out in this ITT;
* is received after the Tender Response Deadline.

4.3.9 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Trust to reject a tender response apply and/or if you or your appointed advisers attempt:

* to inappropriately influence this Procurement Process;
* to fix or set the price for goods/services and/or works;
* to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
* to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
* to collude in any other way;
* to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
* to obtain information from any of the employees, agents or advisors of the Trust concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the Trust shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Trust shall have no liability to a disqualified potential supplier in these circumstances.

4.3.10 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response that you will not be entitled to claim from the Trust any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

4.3.11 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Trust is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Trust reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the Trust will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

4.3.12 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

4.3.13 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Trust in relation to fraud or in other circumstances where the Trust’s liability may not be limited under any applicable law.

**5. Confidentiality and Information Governance**

5.1 All information supplied to you by the Trust, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

5.2 You shall not disclose copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Trust has given express written consent to the relevant communication.

5.3 This ITT and its accompanying documents shall remain the property of the Trust and must be returned on demand.

5.4 The Trust reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Trust. The Trust further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Trust in accordance with such rights reserved by it under this paragraph.

5.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Trust (together the “**Disclosure Obligations**”).

5.6 You should be aware of the Trust’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Trust. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Trust under the Disclosure Obligations, unless the Trust decides that one of the statutory exemptions under the FOIA or the EIR applies.

5.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, you must provide a document with clear and specific detail as to:

* the precise elements which are considered confidential and/or commercially sensitive;
* why you consider an exemption under the FOIA or EIR would apply; and
* the estimated length of time during which the exemption will apply.

5.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the Trust should not and will not be bound by any such markings.

5.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Trust accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Trust, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Trust on the basis that it may be disclosed under the Disclosure Obligations if the Trust considers that it is required to do so and/or may be used by the Trust in accordance with the provisions provision of this ITT.

5.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Trust ’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Trust’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

**5. Tender Validity**

5.1 Your tender response must remain open for acceptance by the Trust for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Trust.

**6. Timescales**

6.1 Subject to any changes notified to potential suppliers by the Trust in accordance with the Tender Conditions. The Trust reserves the right to modify the timescales. Should there be any change in the timescales; the Trust will notify suppliers accordingly. The following timescales shall apply to this Procurement Process:

**Procurement Process Timetable**

(NB. These dates may be subject to change)

|  |  |
| --- | --- |
| **Activity** | **Time/Date** |
| Tender Publication | 29th April 2020 |
| Deadline for clarification requests from Tenderers | 17.00 hours 20th May 2020 |
| Deadline for Tender Submission | 12.00 noon 27th May 2020 |
| Contract Award | w/e 5th June 2020 |

**7 Instructions for Responding**

7.1 Hard copies of the tender are not required. Your offers for both stages will only be accepted if submitted **electronically** on the ProContract e-tender system in accordance with the terms of offer and in conjunction with any terms and conditions of contract as specified in the Invitation to Tender.

7.2 The following requirements should be complied with when submiting your response to this ITT:

* Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Trust.
* Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Trust.
* Do not submit any additional supporting documentation with your response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Trust).
* All attachments/supporting documentation should be provided separately to your main response and clearly labelled to make it clear as to which part of your tender response it relates.
* If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
* Unless otherwise stated, all tender responses should be in the format of the relevant Trust requirement with your response to that requirement inserted underneath.
* Where supporting evidence is requested as ‘or equivalent’ – you must demonstrate such equivalence as part of your tender response.
* Any deliberate alteration of a Trust requirement as part of your response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
* Responses should concise, unambiguous, and should directly address the requirement stated.
* Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.
* Your response, all submitted additional documents and all correspondence relating to this Procurement Process must be written in English.
* Stage 2 qualitative tender and pricing responses will be incorporated into the contract as appropriate.

**8 Clarification Requests**

8.1 All clarification requests should be submitted to via the ProActis (Due North) ProContract portal by the Clarification Deadline, as set out in the Timescales section of this document. The Trust is under no obligation to respond to clarification requests received after the Clarification Deadline.

8.2 Any clarification requests should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually.

8.3 The Trust reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made.

8.3.1 If the Trust believes that the question or response is not commercially sensitive or should otherwise be disclosed to all potential suppliers it will seek to resolve the issue with the potential supplier prior to responding.

8.3.2 Where the Trust and the potential Partners are unable to agree, the potential Partner has the option of either:

* consenting to the request and response being disclosed to all potential Partners, or
* withdrawing the request, or
* withdrawing the request and resubmitting a further request

8.4 The Trust may at any time request further information from potential suppliers to verify or clarify any aspects of their response or other information they may have provided. Should you not provide supplementary information or clarifications to the Trust by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

1. **Evaluation Criteria**

9.1 The Tender evaluation process is conducted to ensure that Tenders are evaluated in an open and transparent manner.

9.2 An initial examination will be made to establish the completeness of submitted Tenders.

9.3 The Authority reserves the right to disqualify any Tender submission which is incomplete.

9.4 Financial Checks

9.5 The Authority, acting in line with good practice will undertake its due diligence in advance of any contract award. Part of such due diligence may include the performance of financial credit checks in relation to preferred Potential Providers. This is important to the Authority to ensure that any organisation who wishes to enter into a contract with the Authority will be in a position to provide the goods and services on an ongoing basis as agreed within any contract. This due diligence may include a financial check which measures the likelihood of an organisation becoming insolvent within the next 12 months and is expressed as a score. The Authority works with external credit agencies to provide these financial checks. The Authority reserves the right to eliminate a preferred Potential Provider from the tender process should any findings from the Authority’s due diligence reveal a serious concern or risk for the Authority that cannot be remedied in a reasonable amount of time before award. Potential Providers are strongly encouraged to check / manage their financial score within the industry.

9.6 The Authority will ONLY accept the Tender which it considers to be the most economically advantageous.

9.7 The Authority reserves the right to eliminate Potential Providers if they have not completed the relevant declaration forms.

9.8 The Authority will assess the Potential Provider’s responses to the suitability criteria questions. Failure to meetthe suitability criteria will result in automatic elimination of the Potential Provider and their bid.

9.9 The Authority will then evaluate a Quality Assessment worth 50% and a Price Assessment worth 50%.

**a) Technical Assessment worth 50%**

i) Responses to questions 2.1 to 2.3 of the ‘Award Criteria – Quality’ section of the Portal Questionnaire will be evaluated, and the following criteria and methodology outlined below in Table 1 will be applied:

**Table 1**

|  |  |
| --- | --- |
| **Score** | **Criteria for award score** |
| 5 | Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services/works. Response identifies factors that will offer potential added value, with evidence to support the response. |
| 4 | Satisfies the requirement with minor additional benefits. Above average demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services/works. Response identifies |
| 3 | Satisfies the requirement. Demonstration by the Tenderer of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services/works. |
| 2 | Satisfies the requirement with minor reservations. Some minor reservations of the Tenderer’s understanding and proposed methodology, with limited evidence to support the response. |
| 1 | Satisfies the requirement with major reservations. Major reservations of the Tenderer’s understanding and proposed methodology, with little or no evidence to support the response. |
| 0 | Does not meet the requirement. Does not comply and/or insufficient Information to demonstrate that Tender has the understating or suitable methodology, with little or no evidence to support the response. |

ii.Weighting -Each question is weighted as stated in Table 2 below.

iii. A panel of technical evaluators will score the technical questions independently.

iv. A moderation meeting will be held for where members of the technical evaluation panel have given differing scores to a question response. The moderator will facilitate discussion to allow an agreed score to be found. The agreed score will be the score used for the evaluation of tender.

v. The weighting will then be applied to each question score and the total of those scores will be added up.  The maximum score possible is 500.  The total score will be divided by 500 and multiplied by 50 to give the technical percentage score, as Example 1 below:-

**Example 1**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Total Technical Score (out of 500)** | **Calculation** | **Technical Score % (Max 50%)** |
| Bidder A | 500 | (500/500) x 50 | 50 |
| Bidder B | 400 | (400/500) x 50 | 40 |
| Bidder C | 300 | (300/500) x 50 | 30 |

**b. Price assessment worth 50%**

 i.  In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Trust as part of the pricing approach, the Trust may reject the full tender response at this point. The Trust may also reject any tender response where the Overall Price is considered by the Trust to be abnormally low and the tenderer’s explanation does not satisfactorily account for the low cost.

 ii. The price evaluation will be carried out using the formula below where the Tenderer with the lowest total price i.e.  Current Fully Comprehensive Sum (including 12 months’ extended warranty) submitted on Annex 9 - Pricing Document will be given maximum available marks for that element.  The other bids will then be ranked comparatively to that lowest bid using the formula below in Example 2.

**Example 2**

Lowest compliant bid price ÷ Tenderer's price × “50” = Tenderers’ Price Score %.

Thus: -

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Tender Price**  **(£)** | **Calculation** | **Price Score %**  **(Max 50%)** |
| Bidder A | 15,000 | (15,000 / 15,000) x 50 | 50% |
| Bidder B | 20,000 | (15,000 / 20,000) x 50 | 37.5% |
| Bidder C | 25,000 | (15,000 / 25,000) x 50 | 30% |

9.10 Commercial responses must be for a fixed fee to complete the required services. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Trust as part of the pricing approach.

9.11 The Technical Score and Price Score will be added together to give an overall total. See Example 3 below: -

**Example 3**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Technical Score % (Max 50%)** | **Price Score % (Max 50%)** | **Overall Tender Score %**  **(Max 100%)** |
| **Bidder A** | 50 | 50 | 100 |
| **Bidder B** | 40 | 37.5 | 77.5 |
| **Bidder C** | 30 | 30 | 60 |

d. The most economically advantageous tender will be that with the highest overall total score.

**10 Weighting**

10.1 The Tender Response will be weighted in accordance with the weighting given in Table 2:

**Table 2**

**11 Award of the Contract**

11.1 The Trust will notify all tenderers of the award decision via the Due North / Pro Contract portal.

**List of Annexes forming part of this ITT but issued as separate documents**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annex No** | **Description** | **Contents** | **Action** |
| 1 | Invitation to Tender | This document contains general information on the ITT process. Contents include instructions for Tenderers, ITT timescales, contract award criteria and submission method. | Tenderers should ensure that they have read and understood the tender information. |
| 2 | Form of Offer | This document contains the pricing proposal | Completed document required as part of your tender response |
| 3 | Technical/Quality Questions | This document contains the Technical/Quality questions | Completed document required as part of your tender response (Please note this is a portal questionnaire) |
| 4 | Prelims, (Section 2) Submittals (section 3) & Specification (section 4) | The document contains the Prelims, Submittals and Specification | Tenderers should ensure that they have read and understood the tender information |
| 5 | Technical & Constructional Details of Equipment, (Section 5) | The document contains the Technical & Constructional Details of Equipment, | Tenderers should ensure that they have read and understood the tender information |
| 6 | Performance Data (section 6) | Performance Data, | The tenderer is to complete the following information to evaluate Lift Performance, Handling Capacity and Ride Comfort. |
| 7 | Sub-Contractors | Approved Sub-Contractors & Specialists | A List of approved sub-contractors and specialists |
| 8 | Drawings | The document contains the Sketches | Tenderers should ensure that they have read and understood the tender information. |
| 9 | Pricing Schedule | Contains pricing information for the works project. | Tenderers are requested to complete all sheets in the Pricing Document. Completed document required as part of your response. |
| 10 | Safe Working Policy | Contractors Safe Working and Conduct Policy | An acknowledgement of receipt of Contractors Safe Working and Conduct Policy must be signed and returned as part of your Tender Response. |
| 11 | Trust 3rd Party Form | Trust Policy Document | Tenderers who are successful in Award will need to sign and return this diocument. |
| 12 | Tender Document Set | Form of Tender, Certificate As To Collusive Tendering, Certificate As To Canvassing & Statement of Acceptance of Contracting Authorities Policies. | This document must be fully completed and returned as part of your Tender Response. |