

## **Cheshire East Borough Council**

### **GUIDANCE DOCUMENT**

#### **REQUEST FOR QUOTATION FOR THE PROVISION OF DIGITAL WIRELESS RADIO AIDS FOR PUPILS WITH A HEARING IMPAIRMENT**

**PERIOD: 03/05/2016- 02/05/2020 plus 2 X 12 months  
optional extensions**

**CHEST REF: DN122341  
INTERNAL REF: 15 151**

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**Version 8.0**

## SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
Contract Description:	Cheshire East Council are looking to purchase an initial requirement of 30 digital wireless radio aid systems (30 X 1 transmitter and 30 X 2 receivers). Cheshire East Council reserve the right to purchase additional systems if required throughout the life of the contract
Quantity:	As per specification
Period of Contract:	03/05/2016- 02/05/2020 plus 2 X 12 months optional extensions
Procurement Officer:	Aniela Kowalska
Submission instructions:	<p>Submissions must be received via The Chest  <a href="https://www.The-Chest.org.uk">https://www.The-Chest.org.uk</a></p> <p>Please note you are required to register, express an interest, download the Request For Quotation (RFQ) documentation and upload the completed RFQ documentation by below deadline.</p>

### Indicative Timetable

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Request For Quotation	11/03/2016
Deadline for Clarification questions	By 12:00:00 Noon 11/04/2016 via Chest.
<b>Deadline for Submission of Quotations</b>	<b>12:00:00 Noon 18/04/2016</b>
Evaluation of Quotations	19/04/2016
Notification of result of evaluation	25/04/2016
Expected Contract commencement	03/05/2016

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## **APPENDIX 1: SPECIFICATION**

### **IMPORTANT NOTICE – GENERAL**

This Request for Quotation (“RFQ”) is issued to those companies who have expressed an **interest** (“bidders”) to **Cheshire East Council** (the “Council”) to purchase an initial requirement of 30 digital wireless radio aid systems (30 X 1 transmitter and 30 X 2 receivers). Cheshire East Council reserve the right to purchase additional systems if required throughout the life of the contract (the “Contract”), their professional advisers and other parties essential to preparing a Quotation for this Contract (the “Quote”) and for no other purpose.

The contents of this RFQ, and of any other documentation sent to you in respect of this quotation process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you should destroy this RFQ and all associated documents immediately and not retain any electronic or paper copies.

No bidder will undertake any publicity activities with any part of the media in relation to the Contract or this RFQ process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This RFQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained therein and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the quotation process at any point. The Council is not liable for any costs resulting from any cancellation of this Quotation process nor for any other costs incurred by those quoting for this Contract.

## **IMPORTANT NOTICE: CONSORTIUM BIDDERS**

**Consortium Bidders** – If the Bidder is a consortium then all sections of the Suitability Assessment Questionnaire of this RFQ (excluding Section 2 and Section 3 (Technical Capacity) of the response document must be answered by each member of the consortium.

**Only the lead member need answer Schedule 1 Section 1.2, but should do so on behalf of the entire consortium.** Care should be taken by the lead member to include sufficient information on all consortium members. Only the lead member need answer the other schedules in the RFQ response document, however, should do so bearing mind the rest of the consortium members and the skills they will bring to the delivery of this project.

Where **each consortium member** is required to complete a section / question, and the evaluation shall be based on **aggregation**, then all the consortium members will be evaluated collectively. Their collective / aggregate response shall be evaluated accordingly. Should their collective response not meet the requirements, the whole consortium shall fail.

### **Legal Form of Consortium**

The Council reserves the right to require any consortium it awards a contract to, if it is justified for the satisfactory performance of the contract, to name a lead partner with whom it can contract, or alternatively, to form a single legal entity before entering into, or as a term of, the contract. The Council shall not enter into a contract individually with each consortium member.

## **INSTRUCTIONS**

### **1. BACKGROUND**

- 1.1 Further details of the Council's requirements under the Contract and other relevant information are provided in the Service Specification.
- 1.2 If you have any questions or require any clarifications, please contact the Procuring Officer via The Chest [[www.the-chest.org.uk](http://www.the-chest.org.uk)] by the deadline in the timetable.

- 1.3 Other than the person identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this RFQ or any other matter relating to the Contract.
- 1.4 The Council reserves the right to issue supplementary documentation at any time during the quotation process to clarify any issue or amend any aspect of the RFQ. All such further documentation which may be issued shall be deemed to form part of the RFQ and shall supplement and/or supersede any part of the RFQ to the extent indicated.
- 1.5 Under the Contract the Council will require compliance with its policies. Bidders are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their quote.
- 1.6 The Council will not be held responsible for organisations who do not keep their Chest contact details up to date.
- 1.7 Organisations not currently operating in the UK should, when answering each of the questions substitute where relevant the appropriate legislation/codes of practice, equivalent accreditations, appropriate professional, registrar of companies, commercial or other register applicable within their domestic jurisdiction.

## **2. QUOTATION SUBMISSION REQUIREMENTS**

- 2.1 Please ensure you leave sufficient time to upload your RFQ prior to the closing date/time. The council cannot be held responsible for technical/ICT issues in leaving the uploading of your submissions too late.
- 2.2 Only one quotation is permitted from each bidder. In the event that more than one is submitted by a Bidder, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.3 The Quote (including price) should remain valid for a minimum period of 90 days.
- 2.4 The Quote must not be qualified in any way.
- 2.5 Quotes submitted by post, fax or email will not be accepted. All submissions must be submitted via the Chest. No submission received after this closing date and time will be considered other than where there are exceptional

Circumstances, which may be considered by Legal Services. Please note that submissions, which are partly through being uploaded at the closing time, will be considered to have not been received.

- 2.6 Any signatures must be made by a person who is authorised to commit the Quotation to the Contract.
- 2.7 **Submissions must be made using the response document only; answers to questions must be in the box provided within the response document and Cross Referencing Answer to Answer is not permitted.**
- 2.8 Please do not send any additional bidder literature, brochures, appendices, attachments if these have not been requested by the Authority. Answers to accreditation / certification questions in the Response Document are self certify until award, unless the authority have specifically required additional literatures.
- 2.9 The bidder should have the relevant levels of insurance in place at the time of bidding or agree to obtain prior to contract award.
- 2.10 Technical Support - Assistance  
If you experience any technical problems in using The Chest, please email [nwsupport@due-north.com](mailto:nwsupport@due-north.com) or telephone 01670 597 136.

Bidder help guides are available on The Chest from [www.the-chest.org.uk](http://www.the-chest.org.uk)

### 3. CONTRACT DOCUMENTS

- 3.1 Any resulting Contract will be on the Contractual Terms and Conditions (Back of the order T&Cs). The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2 Please note that no work must be commenced by the successful bidder and no payment can be made until the contractual terms and conditions are signed by both parties.
- 3.3 The Council reserves the right, as within Cheshire East Council's Contract Procedure Rules, to employ a Best and Final Offer stage (BAFO). Where that BAFO changes an element of evaluation criteria for the Core Requirement, then that element of the bidders quote will be re-scored. This process will be managed through The Chest.

## **4. CLARIFICATIONS**

### **4.1. Pre-Submission Clarifications**

- All clarifications raised by bidders prior to the submission deadline (as indicated in the timetable) in regard to this RFQ must be submitted via the e-tendering portal – “The Chest”: [www.the-chest.org.uk](http://www.the-chest.org.uk) by the date shown on the “Indicative Timetable”.
- The Council shall endeavour to respond to queries within two working days. If the Council considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all bidders.
- Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre- submission clarification stage.

### **4.2. Post-Submission Clarifications**

- The Council reserves the right, after submissions have been opened, to clarify with any bidder, any aspect of the submission and to retain all and any of the information supplied to it by the bidder(s). It is imperative that all bidders are immediately available during the evaluation period of this submission.
- The Council may decide to interview Bidders or hold clarification meetings to assist its RFQ process, and Bidders will be notified in due course.

## 5. SAQ & RFQ: EVALUATION CRITERIA

The evaluation will be based upon two stages within a single RFQ Response Document and will have two key areas consisting of:

- A Mandatory ‘Suitability Assessment Questionnaire’ (SAQ); and
- An RFQ ‘Award’ section, made up of:
  - Financial Evaluation
  - Qualitative Evaluation Questions

Only those offers that meet the qualifying criteria in the ‘SAQ’, will then be scored against the RFQ ‘Award’ criteria. Those deemed not to meet the qualifying criteria within the SAQ will not be considered further.

The Council does not undertake to accept the lowest priced or any quotation and reserves the right to accept the whole or any part of any quotation submitted.

Completed RFQ Response Documents will be evaluated against the award criteria set out in Table 1 and Table 2 below.

### 5.1 SAQ Evaluation Matrix

The mandatory SAQ set within the new Public Contract Regulations 2015, will be based upon the following criteria in Table 1, any quote failing any of the below mandatory criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.

**Table 1**

Schedule / Section	Assessment	“Fail” on
<b>Schedule 1</b> Form of Tender and Certificate of Non-Collusion & Non-Canvassing	This question is based on pass and fail. To accept formally by form or tender and confirm non collusion and canvassing.	No Acceptance /Signature of Schedule 1
<b>Schedule 2</b> Suitability Assessment Questionnaire (SAQ)		
<b>Section 1.</b> Supplier Information	This section is required for information purposes only, to ensure The Council has the correct details of all Organisations.	N/A

Schedule / Section	Assessment	“Fail” on
<b>Section 2.</b> Mandatory Grounds for Exclusion	These sections are to be scored on a pass/fail basis. If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.	Unlawful Actions
<b>Section 3.</b> Discretionary Grounds for Exclusion Part 1		Unlawful Actions
<b>Section 4.</b> Technical & Professional Ability.  <b>Section 5.</b> A) Additional PQQ modules B) Insurance C )Compliance with equality legislation D) Environmental Management E) Health and Safety	The questions in sections 2 and 3 will be evaluated on a Pass / Fail basis.	Applicants will fail on Incomplete responses and / or Doesn't pass all of the pass/fail questions.
<b>Schedule 6.</b> Declaration	This is based on pass and fail. To accept completion of document formally.	No Acceptance /Signature of Schedule 6

## 6. PROJECT BRIEF/REQUIREMENTS

### 6.1 INTRODUCTION

Cheshire East Council are looking to purchase an initial requirement of 30 digital wireless radio aid systems (30 X 1 transmitter and 30 X 2 receivers). Cheshire East Council reserve the right to purchase additional systems if required throughout the life of the contract

### 6.2 REQUIREMENTS/SPECIFICATION

See Appendix A

## 7. SUBMISSION EVALUATION

### 7.1 RFQ 'Suitability Assessment Questionnaire' (SAQ) SCORING

The tenderers response to each 'scored' question within Schedule 2 Sections [2 and 3] of the Suitability Assessment Questionnaire is scored between 0 and 10 according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed for that question.

The Overall Percentage per question is then adjusted by the above division.

*E.g.*

*Overall Percentage weighting is 20%; max score allowed = 10;*

*actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%*

*Therefore overall percentage weighting x adjusted score = 20 x 60% = 12%*

**NOTE TO ORGANISATION:** For the SAQ Technical Capability Questions, please see Schedule 1 Section 2 and 3 of the RFQ Response Document.

### 7.2 RFQ 'Qualitative Evaluation Questions' Award Criteria

Response to Request for Quotation (RFQ) will be evaluated to determine the Most Economically Advantageous Tender (MEAT) taking into consideration the following award criteria:

- The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- Where the pricing of a Quotation is abnormally low The Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015.  
<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>
- Each RFQ Response will be checked initially for compliance with all requirements of the RFQ.
- Tenders will be evaluated against the award criteria set out below in Table 2 and further detailed in 7.4.
- 'Scored' Qualitative Evaluation Questions will be scored between 0 and 10 according to the pre-agreed scoring grid.

### 7.3 RFQ Evaluation Summary Table

**Table 2**

<b>Schedule / Section</b>	<b>Assessment</b>
<b>Full Response Document:</b> Initial Compliance Checks	
Compliance with Form of tender and Certificate of Non-Collusion & Non-Canvassing (Schedule 1)	Pass / Fail
Compliance with SAQ & RFQ process and of completeness of Information (Schedule 1-6)	Pass / Fail
<b>Mandatory</b>	
Schedule 2 Suitability Assessment Questionnaire ( SAQ ) Section 1 Section 2 Section 3	Pass / Fail
<b>Award</b>	
Schedule 3 Pricing Schedule	<b>40%</b>
Schedule 4 Compliance with Specification	Pass / Fail
Schedule 5 RFQ Qualitative Evaluation Questions	<b>60%</b>
<i>Question 1</i>	<i>20%</i>
<i>Question 2</i>	<i>20%</i>
<i>Question 3</i>	<i>20%</i>
Schedule 6 RFQ Declaration	Pass / Fail

### 7.3.1 RFQ Qualitative Evaluation – 60% Weightings

Each question which is scored will have a weighting applied to it – to view the weighting allocated, please see the individual questions or refer to the right-hand column of Table 2 above, which is a summary of the sections.

The Organisations response to each scored questions at Schedule 2 SAQ Questions and scored questions at Schedule is scored between 0 and 10 According to the pre-agreed scoring grid.

For each question the actual score given is divided by the maximum score possible, then multiplied by the weighting.

Actual score / Max score allowed X question weighting = score  
The results of all the percentages allows ranking of applicants.

#### **Qualitative Evaluation Methodology: Scoring**

Each question that requires a score in Schedule 1 Sections 2 & 3 of SAQ and Schedule 5 Qualitative Evaluation Questions within Response Document will be scored on the following basis:

Exceptional understanding and interpretation	10
Above expectations and an excellent understanding and interpretation of requirements	8
Meets expectations and reflects adequate understanding of all issues and aspects	6
Below expectations, reflects limited understanding and misses some aspects	4
Well below expectations and significantly fails to meet the standard	2
Unacceptable and complete failure to grasp/reflect the core issues	0

### 7.3.2 Financial Evaluation – 40% Weighting

The price is converted into a score as a percentage. The lowest, but feasible, price is awarded 40%, with all other prices awarded as a percentage of the lowest price in accordance with the below.

Please note that the evaluated price will be the **Overall Total Price**, which should be the whole life cost of the contract (excluding VAT), which must include **ALL** charges in respect of the terms of the contract. Failure to quote for all aspects of the specification will result in a score of zero for this section. If no separate charge is made for any of the above please indicate the charge is 0 rather than leaving the box blank.

The sum of all of these derived percentages allows ranking of applicants.

#### EXAMPLE

Pricing Element = 40% weighting:

Bidder A = £1000.00

Bidder B = £2000.00

Bidder C = £3000.00

Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Bidder A =  $\frac{£1000.00}{£1000.00} \times 40 = 40\%$

Bidder B =  $\frac{£1000.00}{£2000.00} \times 40 = 20\%$

Bidder C =  $\frac{£1000.00}{£3000.00} \times 40 = 13.33\%$

## 8. NATIONAL FRAUD INITIATIVE

- 8.1. The Bidder should be aware that the Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body. This requires that the Council provides details of transactional activity for a period of time, namely invoice details, plus bidder master-file data e.g. bidder name, vat / bidder registration details, bank account details. Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.

## 9. WHISTLEBLOWING POLICY

- 9.1. The Supplier shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of Laws on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution or discriminatory action.

- 9.2. Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them. Tenderers' employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.
- 9.3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy \(PDF, 85KB\)](#) or email [whistleblowing@cheshireeast.gov.uk](mailto:whistleblowing@cheshireeast.gov.uk).

## **10. CONFLICTS, PAST PERFORMANCE & 'SELF CLEANING'**

### **10.1. Conflicts of interest**

In accordance with **RFQ Response Document, SAQ question** and regulation 57(8e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in the fields above; provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

### **10.2. Taking Account of Bidders' Past Performance**

In accordance with **RFQ Response Document SAQ Section 2** and regulation 57(8g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the SAQ. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in the SAQ Schedule to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

### 10.3. 'Self-cleaning'

Any Supplier that answers 'YES' to questions 3.B, 3.C and 3.D should provide sufficient evidence using the fields above, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

**Cheshire East Borough Council:  
Provision of Digital Wireless Radio aids for pupils with a  
hearing impairment**

**APPENDIX A: SPECIFICATION**

**Cheshire East Borough Council  
Provision of Digital Wireless Radio aids for pupils with a  
hearing impairment**

**APPENDIX B: Back of order T&Cs**

*End of RFQ Guidance Document*