

INVITATION TO TENDER

Local Bus Services

REFERENCE: DN318380

PROCUREMENT PROCEDURE: EU OPEN

Deadline for DATE:		25 February 2018
submission:	TIME:	23:30
(UK date and time)		

Status:	ISSUED
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CLIENT APPENDICES (SUPPLIED SEPARATELY)

Appendix Ref.	Appendix Title
Appendix A	Specification
Appendix A1	Specification for Vehicles
Appendix A2	Specification for Service
Appendix A3	Specification for Service Performance
Appendix B	Conditions of Contract
Appendix C	Route and Timetable Details
Appendix C1	Lot 1 Local Bus Service LB22 Route 20
Appendix C2	Lot 2 Local Bus Service LB33 Route 33
Appendix C3	Lot 3 Local Bus Service LB41 Route 18
Appendix C4	Lot 4 Local Bus Service LB42 Route 36
Appendix D	Notes For Guidance on Conditions of Contract

SUPPLIER RESPONSE DOCUMENTS (SUPPLIED SEPARATELY)

Supplier	
Response	Supplier Response Document Title
Document Ref.	
Part A	Not Used
Part B	SQ Part 1 and 2
Part C	Not Used
Part D	Not Used
Part E	Not Used
Part F	Mandatory Requirements & Quality Statements
Part G	Undertakings
Part H	Price

	GLOSSARY OF KEY TERMS	
Authority	means the signatory authority or any successor authority or any	
	legal person or entity appointed by the signatory authority to act	
	for or to replace the signatory authority.	
Goods and/or	means the requirements of the Authority as summarised in	
Services and/or	section 2 Summary of Requirements and fully described in the	
Works	Specification supplied as a Client Appendix.	
Invitation to Tender	means this document, inviting Tenderers to submit a Tender.	
(ITT)		
Regulations	means The Public Contracts Regulations 2015.	
Tenderer	means an organisation that submits a completed SQ and Tender	
	in response to this Invitation to Tender document.	
You / Your	means the potential supplier completing this document i.e. the	
	legal entity responsible for the information provided. The term	

"potential supplier" is intended to cover any economic operator
as defined by the Regulations and could be a registered
company; the lead contact for a group of economic operators;
charitable organisation; Voluntary Community and Social
Enterprise (VCSE); Special Purpose Vehicle; or other form of
entity.

PROCUREMENT TIMETABLE

Please be aware that these are indicative timescales (with the exception of the deadlines in bold below) and may be subject to change.

EU Open Timetable			
Activity	Target Date		
OJEU Contract Notice issued	24 January 2018		
Invitation to Tender issued	26 January 2018		
Deadline for the Authority supplying additional	19 February 2018 by 23:30		
information			
Deadline for submission of tenders	25 February 2018 by 23:30		
Evaluation of written submissions completed	2 March 2018		
Intention to award notification	9 March 2018		
Standstill period concluded	20 March 2018		
Contract formally awarded	21 March 2018		
Commencement of the contract	9 April 2018		
The successful tenderer must be available from contract award to commence the			
contract mobilisation as detailed in the tender documents.			

1. INTRODUCTION AND PERIOD OF CONTRACT

1.1. INTRODUCTION

The Borough of Poole (the Lead Authority) is acting on this project as procurement agent on behalf of itself and other Participating Contracting Bodies.

The Participating Contracting Bodies are:

- Borough of Poole
- Bournemouth Borough Council

During the procurement procedure the Lead Authority:

- Will communicate with prospective suppliers on behalf of all of the project's Participating Contracting Bodies.
- Is responsible for all clarification and evaluation activities.
- Is responsible for notification of Standstill.

The Tenderer notes that contracts will be formed between the Lead Authority and the successful supplier only. Invoices will be payable by the Lead Authority only.

This is the retendering of existing local bus services.

1.2. PERIOD OF CONTRACT

The initial Contract shall commence on 9 April 2018 and expire on 6 April 2025.

The initial contract duration shall be 84 months.

The Authority has 1 option to extend the contract and each option shall be an additional 12 months.

The maximum period of this contract shall therefore be 96 months and this period includes all options to extend.

Options to extend are subject to satisfactory performance throughout the life of the contract and the Authority's confirmation of funding availability (budget).

2. SUMMARY OF REQUIREMENTS

The requirement is to provide local bus services in accordance with the route and timetable details provided for each lot. We require a PSV bus operator with sufficient PSV buses and PCV drivers to operate on the route and to the timetable(s) set out in Appendix C.

Tenderers are also invited to submit a variant route and timetable accompanied by variant price.

A full Specification of the requirement is set out in client Appendix A – Specification.

Please read the Contract and Specification thoroughly as they are documents against which your responses will be evaluated.

2.1. LOTTING STRATEGY

Lots are used in this procurement.

There are no constraints on applying for single or multiple lots. This means that each Lot could be awarded to a different supplier or they could all be awarded to the same supplier or any variation thereof.

Lot ID	Lot Name
Lot 1	Local Bus Service LB22 Route 20
Lot 2	Local Bus Service LB33 Route 33
Lot 3	Local Bus Service LB41 Route 18
Lot 4	Local Bus Service LB42 Route 36

3. INFORMATION FOR TENDERERS

In submitting Supplier Response Documents in response to this Invitation to Tender, Tenderers agree to behave as described throughout this Invitation to Tender. In the event of any breach of the conditions of tendering the Authority shall be entitled to reject the Tenderer forthwith and to claim from the Tenderer any wasted costs or losses directly arising from the breach. In the event of any material breach of the terms of this Invitation to Tender which occur or which are discovered after a legal contract has been made the Authority shall be entitled to claim from the Tenderer damages for breach of contract or any other legal remedy open to it including termination of any contract.

3.1. ACCURACY OF INFORMATION

Information supplied by the Authority (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Authority cannot accept responsibility for any inaccurate information obtained by Tenderers.

Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers via the discussions feature of our procurement portal at www.supplyingthesouthwest.org.uk.

3.2. COMMUNICATION OF INFORMATION

Any information relating to the Authority and supplied by the Authority or otherwise acquired by you in connection with this ITT shall be kept by you in strictest confidence and on trust not to disclose it to any person except that such information may be disclosed so far as is necessary for the purpose of obtaining information and quotations i.e. Bond / Guarantee (where necessary) for the preparation and submission of this tender.

Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.

No part of this document may be produced or transmitted in any form or by any means without prior written approval of the Authority.

The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.

3.3. COSTS OF TENDERING

The Authority shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations or by any Tenderer who fails to respond by the deadline set.

3.4. TUPE

3.4.1. The Authority does not believe that TUPE is applicable to this contract opportunity however Tenderers must satisfy themselves on any liability under

TUPE.

3.5. CANVASSING

Tenderers must not, in connection with this Invitation to Tender:

- 3.5.1. offer any inducement, fee or reward to any member or officer of the Authority; or
- 3.5.2. do anything which would constitute a breach of the Bribery Act 2010; or
- 3.5.3. canvass any of the persons referred to in CANVASSING in connection with the Contract; or
- 3.5.4. contact any member or officer of the Authority (except as authorised by this Invitation for the purpose of asking genuine questions about the process or the tender) about any aspect of the proposed Contract or for soliciting information in connection therewith.

3.6. FREEDOM OF INFORMATION ACT

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Tenderers should state in their Supplier Response Documents if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but it will be examined in the light of the exemptions provided in the act.

It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

3.7. PUBLIC RIGHTS OF AUDIT

The Local Audit and Accountability Act 2014 abolished the Audit Commission and the Accounts and Audit Regulations 2015 established new arrangements for the audit and accountability of local public bodies in England. Section 3 of the 2014 Act requires a relevant authority to keep adequate accounting records and to prepare a statement of accounts. Section 25 requires a relevant authority to make various documents available for inspection to local electors. The Authority's records include contracts that the Authority has with its suppliers. Tenderers should note that any contract awarded at the conclusion of this procurement may be disclosed to a member of the public during the audit period. The Authority will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 or General Data Protection Regulations and any information likely to prejudice commercial interests or other material which falls within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

3.8. GOVERNMENT TRANSPARENCY INITIATIVE – PUBLICATION OF TENDER DOCUMENTS AND CONTRACTS

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As

part of this initiative Government requires local authorities to publish on line all tender documents for new contracts valued over £5,000 and the resulting contracts. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting contract will be published and the documents made available to those requesting them. In some cases, limited redactions will be made.

4. INSTRUCTIONS FOR TENDERERS

4.1. TENDER ENQUIRIES / QUESTIONS

During the tender period Tenderers must seek to eliminate ambiguity by asking questions. Beware that if you make an assumption that leads you to submit a "qualified tender" then the risk that such tender will be rejected is increased as the Authority reserves the absolute right to reject a qualified tender.

All questions and requests for clarification regarding this Invitation to Tender must be submitted in writing using the messaging feature of our procurement portal at www.supplyingthesouthwest.org.uk.

A copy of all the questions and answers will be maintained and distributed periodically to all recipients to the Invitation to Tender.

If a Tenderer expresses that the question is confidential and the Authority believes in its absolute discretion that the response to the question is of sensitive or confidential nature, it will only be sent to the Tenderer who asked the question.

The Authority will endeavour to circulate a complete list of answers to all questions up to the deadline for the Authority supplying additional information detailed in the Procurement Timetable. Questions received after this date will not be answered.

4.2. DOWNLOADING SUPPLIER RESPONSE DOCUMENTS

Supplier Response Documents must be downloaded for completion electronically via www.supplyingthesouthwest.org.uk.

Note that this system requires that you operate Internet Explorer v11 or more recent or Google Chrome.

4.3. COMPLETING SUPPLIER RESPONSE DOCUMENTS

Do not make any changes to the text, formatting or numbering of the Supplier Response Documents supplied to you except insofar as you are completing response fields. Supplier Response Documents will be evaluated on the basis that no changes have been made.

Organisations wishing to tender must complete all of the procurement documents prefixed "Supplier Response Document – Part". The following table presents the names of the Supplier Response Documents provided to you and the file-naming convention that you are required to follow prior to submission:

DOCUMENT NAME	FILE-NAMING CONVENTION
Supplier Response Document – Part B –	Supplier's Name – Part B - SQ Part 1 and 2
SQ Part 1 and 2	
Supplier Response Document – Part F –	Supplier's Name – Part F – MR QS
MRs & Quality Statements	
Supplier Response Document – Part G –	Supplier's Name – Part G – Undertakings
Undertakings	
Supplier Response Document – Part H –	Supplier's Name – Part H – Price
Price	

Note that it is your responsibility to ensure that all parts of your tender documentation are completed and submitted as described in this Invitation to Tender, and signed and dated

where required. The Authority is not obliged to consider any tender which is incomplete or not prepared or not submitted in accordance with instructions.

Responses must be written in English language. Prices must be presented in GBP, exclusive of VAT, but inclusive of all other costs where not stated in Supplier Response Document – Part H - Price.

When completing Supplier Response Document - Part F – Mandatory Requirements & Quality Statements, you MUST ensure that you are silent on Price. Your responses to Quality Statements must not refer to any sum or part sum submitted in Price (Part G or Part H) of the Supplier Response Documents. Beware: Do not combine Supplier Response Documents into a single PDF. Failure to observe this instruction may result in your submission being disqualified.

4.4. VARIANTS

In accordance with The Public Contracts Regulations 2015 (Regulation 45), as indicated in the contract notice, tenderers are additionally authorized to submit a variant tender subject to the following:

- The variant is linked to the subject-matter of the contract.
- A variant may be submitted only where a tender which is not a variant has also been submitted.
- A variant tender will comprise:
 - Revised route and/or timetable which are to be submitted in response to Supplier Response Document Part F, QS8, QS9, QS10, QS11 as relevant.
 - Revised price which is to be separately itemised within Supplier Response Document Part H (Price).

Please note:

- Only variants meeting the minimum requirements laid down above will be taken into consideration.
- Award criteria will be applied to both variants meeting the above minimum requirements as well as to conforming tenders which are not variants.

4.5. SUBMITTING SUPPLIER RESPONSE DOCUMENTS

Tenderers must upload and submit Supplier Response Documents electronically via www.supplyingthesouthwest.org.uk. Note that you must *upload* your documents and then submit your documents. Note that if you *upload* your documents but fail to "Submit" them then the Authority will not receive them.

Submitted Supplier Response Documents must be readable with MS Office 2010 or Adobe.

Do not submit any information that is not requested in this document. Only submit the documents listed above in 4.3 COMPLETING SUPPLIER RESPONSE DOCUMENTS and any other documents directly requested. Files must be named in accordance with the file naming convention set out in 4.3 COMPLETING SUPPLIER RESPONSE DOCUMENTS.

Electronic submission of all required documents via www.supplyingthesouthwest.org.uk is mandatory. This should include electronic signatures, where tenderers have the capability. Where electronic signatures are not possible, scans of supplementary documentation and/or relevant signature pages may be submitted, accompanied by a covering memo on company letterhead.

The Authority will make reasonable efforts to open your document(s) however if they cannot be opened then document(s) may be excluded.

Tenders submitted after the deadline for submission will be rejected unless clear electronic proof of submission within the time allowed is available. The Authority's decision on whether clear proof of submission has been provided will be final.

Tenders must not be submitted except via www.supplyingthesouthwest.org.uk.

4.6. TENDER ACCEPTANCE PERIOD

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 6 months from the return date.

If there is a legal challenge to the Authority's decision to award the tender which is not resolved before the end of the tender acceptance period, tenders must remain valid for acceptance for a period of 28 days after the date the challenge is resolved finally whether by agreement between the parties to the challenge or following a decision by the High Court.

The decision of the Authority on whether any action by any person amounts to a legal challenge under the preceding paragraph shall be final.

The Authority may seek clarification from Tenderers at any time during the procurement process.

4.7. NUMBER NOT USED

4.8. SELECTION OF TENDERER

Upon conclusion of the evaluation, the scores for 'price' and 'quality' will be combined, and the Tenders ranked accordingly.

The Tenderer to be offered the Contract will be advised accordingly via www.supplyingthesouthwest.org.uk. Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation methodology described herein.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via www.supplyingthesouthwest.org.uk and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

In accordance with the Regulations, the award of the Contract will be subject to a mandatory standstill period of at least 10 days between the notification of award decision and contract conclusion. If representations are received during the standstill period, the Authority may have to suspend the award of the Contract and extend the standstill period until any issues have been resolved.

4.9. ACCEPTANCE OF TENDER

The Authority does not bind itself to accept the lowest or any tender, and reserves the right to accept a tender in part.

The award to the successful Tenderer is subject to the formal approval process of the Authority. Until all necessary approvals are obtained; no contract will be entered into.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Authority and the successful Tenderer. A letter of award sent by the Authority will be evidence of a binding legal contract between the Authority and the Tenderer.

4.10. NUMBER NOT USED

5. CONDITIONS OF CONTRACT

The applicable terms and conditions of contract are provided as client Appendix B: Conditions of Contract for Passenger Transport – January 2018.

These are attached as a separate document within www.supplyingthesouthwest.org.uk.

In the absence of a formal document signed by the Authority and the successful Tenderer to any agreement and setting out the terms of the agreement between them, and for as long as such absence persists, then the acceptance of the Tenderer's written tender shall itself constitute a binding agreement between the Authority and the successful Tenderer, the terms of which unless amended by agreement between the Authority and the successful Tenderer shall be the Terms and Conditions as referenced above and the prices and operational proposals set out by the Tenderer in their tender.

Appendix D presents Notes For Guidance on the general Conditions of Contract for Passenger Transport vehicles constructed or adapted to carry 17 or more passengers (January 2018).

6. EVALUATION

In order to be transparent, and in order that Tenderers fully understand how their Supplier Response Documents will be evaluated, full details of the evaluation process are described below. Should any Tenderer not understand any element, they should in first instance make contact with the Authority as described in 4.1 TENDER ENQUIRIES / QUESTIONS.

Except where Lot specific differences are described below the evaluation process will be applied separately to each Lot as follows.

6.1. SCORING

Each scored question will be scored with reference to the scoring table set out below. Each response will be scored a point 0 to 10, whole numbers only, 0 being the lowest

and 10 being the highest. Scores shall be awarded as follows:

Score 0	No Response	No response	
Score 1	Extremely Weak	Very poor proposal/response, does not cover all of the associated requirements, major deficiencies, unrealistic or impossible to implement and manage. No relevant detail proposed	
Score 2	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in detail apparent, difficult to implement and manage. Little relevant detail proposed	Weak
Score 3	Weak	Mediocre proposal/response, with minor deficiencies either in thinking or detail, problematic to implement and manage. Significant detail missing	
Score 4	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it. Some useful detail provided	
Score 5	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	Fair -
Score 6	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Participant could exceed the minimum requirements	Good
Score 7	Good	Good proposal/response that convinces the Authority of its suitability Response slightly exceeds minimum the requirements	
Score 8	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid	Strong -
Score 9	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	Excellent

Score	Outstanding/	Fully thought through proposal/response, which is innovative and provides the reader with	
10	Excellent	confidence of the suitability of the approach to be adopted	

The evaluation manager is responsible for ensuring that each evaluator is able to justify their scores. Scores for each question are assessed for variance from the most often occurring score for that question. If the variance is significant then the evaluator will be challenged and required to justify their score. If a score cannot be justified to the satisfaction of the evaluation manager then the score will be moderated up or down. This process is called moderation. The moderated score for a given question is taken as the final score for the given question response.

Pass Score(s) may be used to ensure a minimum level of quality across one or more criteria. Where applicable the Pass Score(s) will be applied to the final score(s) for the applicable question response(s) - i.e. following moderation. If a Tenderer fails to achieve any Pass Score then the Tender will be rejected and discounted from further evaluation.

6.2. MINIMUM LEVELS OF SUITABILITY

SQ Parts 1 and 2 are incorporated into the Supplier Response Document - Part B (SQ Part 1 and 2).

In this Open procedure SQ Parts 1 and 2 are used to test that a potential supplier meets minimum levels of suitability.

The SQ part(s) of the Supplier Response Documents will be evaluated before any other parts:

- If all elements are completed to the satisfaction of the Authority then the Authority will continue with the evaluation as described below.
- If all elements are not completed to the satisfaction of the Authority then the Authority will not evaluate other parts of your Supplier Response Documents and your Tender will be discounted from further evaluation.

6.3. EVALUATION OF SQ PARTS 1 AND 2

Evaluation of SQ Parts 1 and 2 follows a pass / fail model based on tenderer self-declaration.

Note that if the relevant documentary evidence referred to in the SQ is not provided upon request and without delay we reserve the right to cease further consideration of the SQ submission and to deem it ineligible for selection.

6.4. NUMBER NOT USED

6.5. NUMBER NOT USED

6.6. EVALUATION OF INVITATION TO TENDER

The following quality and price weightings will be used to determine the most economically advantageous tender (MEAT):

- Quality 30 %: (Technical merit, aesthetic and functional characteristics of the solution offered)
- Price 70 %: (Total overall costs, taking into account tendered prices and any ongoing support and maintenance costs for the contract period)

Please note that throughout the evaluation process, the right is reserved to seek from Tenderers clarification at any stage as an aid to fully understand their offers.

6.7. QUALITY 30 %

Quality is the subject matter of Supplier Response Document - Part F. Quality will be evaluated in successive stages as follows:

- Quality Evaluation Stage 1 Mandatory Requirements
- Quality Evaluation Stage 2 Quality Statements Scored

Quality Evaluation Stage 1 - Mandatory Requirements

Quality Evaluation Stage 1 will be completed before Quality Evaluation Stage 2 is commenced.

Mandatory Requirements: These requirements are MANDATORY and MUST be met by Tenderers.

If the Tenderer has failed to meet any of the Mandatory Requirements then the Tender will be rejected and discounted from further evaluation.

If the Tenderer meets all of the Mandatory Requirements then evaluation will continue as described below.

Tenderers are required to respond to Mandatory Requirements by answering yes or no to the Mandatory Requirements in Supplier Response Document - Part F - Mandatory Requirements & Quality Statements.

Quality Evaluation Stage 2 - Quality Statements - Scored

Tenderers are required to provide an answer to all Quality Statements set out in Supplier Response Document – Part F - Mandatory Requirements & Quality Statements. Your answers will explain how you will meet the Authority's requirements.

Quality will be evaluated by the Authority based on Tenderers responses to the Quality Statements set out in Supplier Response Document – Part F - Mandatory Requirements & Quality Statements. In evaluating the responses to the Quality Statements the evaluation panel will use their reasoned professional judgement to award scores that reflect the merits of each response.

Each scored guestion will be scored with reference to 6.1 SCORING.

Pass Scores and Weightings will be applied to scores with reference to the following table:

No.	Quality Criteria	Evaluation Type	Pass Score	Weighting (%)
	Mandatory Requirement			
MR1	Economic and Financial Standing	Pass / Fail	N/A	N/A
MR2	Wider group	Pass / Fail	N/A	N/A
MR3	Insurance	Pass / Fail	N/A	N/A
MR4	Financial Risk	Pass / Fail	N/A	N/A
MR5	Equality and diversity	Pass / Fail	N/A	N/A
MR6	Public Service Vehicle (PSV) Operator's Licence	Pass / Fail	N/A	N/A

MR7	Discs	Pass / Fail	N/A	N/A
	Project Specific - Scored			
QS1	References	Scored	N/A	15%
QS2	Organisational experience	Scored	N/A	20%
QS3	Resources - Staff recruitment and training	Scored	N/A	20%
QS4	Performance	Scored	N/A	15%
QS5	Resources - Continuity of service	Scored	N/A	10%
QS6	Environmental Management	Scored	N/A	10%
QS7	Complaints	Scored	N/A	10%
	Questions that relate to Variants only			
QS8	Variant for Lot 1 Local Bus Service LB22 Route 20	Scored	8	0%
QS9	Variant for Lot 2 Local Bus Service LB33 Route 33	Scored	8	0%
QS10	Variant for Lot 3 Local Bus Service LB41 Route 18	Scored	8	0%
QS11	Variant for Lot 4 Local Bus Service LB42 Route 36	Scored	8	0%
		Total		100%

Tenderers note that QS8, QS9, QS10, QS11 apply to variant tenders only. Tenderers are only required to answer one or more of QS8, QS9, QS10, QS11 where they are tendering a Variant for one or more of Lot 1, Lot 2, Lot 3, Lot 4 in which case the QS relevant to the Lot must be answered.

QS8, QS9, QS10, QS11 do not apply to non-variant tenders.

The highest total score for Quality will be awarded the maximum 100%. All the other tenderers' Quality scores will be given a % score relative to the highest. This will be done for each tenderer by dividing their Quality score by the highest Quality score, multiplying by 100 and the resulting score is multiplied by the Quality weighting of 30 %. This will give a score for each tenderer relative to the highest scoring tenderer.

6.8. PRICE 70 %

Price evaluation will consider total overall costs, taking into account tendered prices and any on-going support and maintenance costs for the contract period. Price evaluation will include sensitivity analysis where appropriate.

The lowest tendered price will be awarded the maximum 100%. All the other returned tender prices will be given a % score relative to that. This will be done for each tenderer by dividing the lowest tendered price by the tenderer's tendered price, multiplying by 100 and then multiplying the product by 70 %. This will give a score for their tendered price relative to the lowest.

6.9. COMBINING WEIGHTED SCORES TO REACH A FINAL WEIGHTED SCORE

A Variant will be considered separately from and in addition to a tender which is not a variant. Variants shall not replace a tender which is not a Variant. A tenderer submitting a Variant will appear twice in the final ranking with a ranking for his tender which is not a Variant and another ranking for his Variant. The final MEAT ranking may therefore be won by a tender that is not a Variant or by a Variant.

The weighted scores for the following will then be combined to identify the tenderer with the highest combined Final Weighted Score:

- Quality (written submission) 30 %
- Price 70 %

The tenderer with the highest combined Final Weighted Score will be confirmed as the preferred tenderer.