



**TENDER FOR THE**

**SUPPLY, INSTALLATION AND REMOVAL OF A FESTIVAL LIGHTING SCHEME**

**FOR**

**MELTON BOROUGH COUNCIL**

**DN616931**

**TENDER – DOCUMENT ONE: OPEN PROCEDURE**

**INFORMATION AND INSTRUCTIONS**

This procurement process is being managed by Welland Procurement in partnership with Melton Borough Council.

The documents for this tender are:

Document Name	Document Location
Open Tender Document One Instructions to Bidders ( <i>this document</i> )	ProContract
Specification	ProContract
Terms and Conditions	ProContract
Add details of other documents - Separate pricing schedule	ProContract

**Closing date for the submission of Tenders is 12:00noon on 12<sup>th</sup> July 2022.**

**Late submissions may be disregarded.**

## **Contents**

- 1 **Introduction**
  - [How this tender is structured](#)
  - [Contract overview](#)
  - [Lotting information](#)
- 2 **Instructions and Guidance**
  - [Electronic tendering](#)
  - [Procurement timetable](#)
  - [Questionnaire](#)
  - [General requirements](#)
  - [Rights of the Council](#)
  - [Potential supplier clarification questions](#)
  - [Consortia bids and sub-contractor arrangements](#)
  - [Contract terms](#)
  - [Variant bids](#)
  - [Transfer of Undertakings \(Protection of Employment\) Regulations 2006 \(TUPE\)](#)
- 3 **Evaluation of Tenders**
  - [Standard Selection Questionnaire \(SQ\)](#)
  - [Award Questionnaire](#)
  - [Award Questionnaire - Quality](#)
  - [Award Questionnaire - Price](#)
- 4 **Award**
  - [Award of the contract](#)
  - [Due diligence](#)

# **1 Introduction**

## **How this tender is structured**

- 1.1 Document One, this document, contains instructions and key information about the procurement process, covering:
  - how to respond to the Invitation to Tender;
  - an indication of the timetable being followed;
  - details of the scoring, criteria and weightings which will be used to evaluate bids; and
  - any elimination criteria.
- 1.2 Document One constitutes the conditions of this procurement process and participation is acceptance of these conditions.
- 1.3 Document Two is the detailed specification for the contract that is the subject of this procurement process.
- 1.4 Document Three is the Terms and Conditions of the contract. These are non-negotiable and must be accepted in full by the bidder.
- 1.5 Bidders are required to complete two online questionnaires (Selection and Award). These must be completed in full according to these instructions and submitted by no later than the due date and time via ProContract.
- 1.6 This procurement is being run as an open procedure, compliant with the Public Contract Regulations 2015. This means it is a single stage process with no short-listing. As such, the completed response document comprises the entirety of a bidder's tender submission.
- 1.7 This procurement process is being managed by Welland Procurement in partnership with the Council.
- 1.8 Further information on Welland Procurement can be found at <http://wellandprocurement.org.uk/>.

## **Contract overview**

- 1.9 The Council wishes to invite tenders for the supply of goods and services in respect to appoint a contractor to supply, install and remove a festival lighting scheme within Melton Mowbray.
- 1.10 The aims/objectives/service priorities of this contract are:
  - A Festive light scheme for Melton Mowbray town centre to be created as shown in Appendix 1 & 2 by the contractor to deliver the service required and in a safe manner.

Specifically, a proposal is sought as a minimum within the budget available at £24,500 per annum, total value of the 5-year contract is £122,500 for:

- Across Street LED Displays
  - LED Wall Displays
  - LED Festoon
  - Inter-connectable LED icicle lights
  - Christmas tree LED mini lights (amount suitable) for 30 ft Christmas tree within the town centre
- 
- The intention of this procurement exercise is to identify a provider who can meet our requirements and enter into a 3 year agreement with an option to extend by a further 24 months based on successful annual review of the solution.
  - The design scheme will be reviewed annually following feedback received from Council Members.

1.11 Further information on the requirement and relevant performance standards are available within the Specification.

1.12 The anticipated contract commencement date is 1<sup>st</sup> August 2022.

1.13 The Council proposes to enter one contract for an initial period of 36 months with the preferred supplier, with an option to extend for a further one (1) period of 24 months, making 60 months in total.

1.13.1 Any proposed extension is subject to satisfactory performance by the supplier and in accordance with the Council's business requirements.

1.13.2 Any proposed extension to the contract will be agreed in writing between the Council and the supplier.

### **Lotting information**

1.14 This requirement has not been divided into Lots as the Council considers that on this occasion this would not provide any practical, technical, or economic benefit.

## **2 Instructions and Guidance**

### **Electronic tendering**

2.1 The Council is using an [electronic tendering tool](#) to manage this procurement process. This tendering portal operates on ProContract software. All documents and communication issued by Welland Procurement on behalf of the Council will be transmitted via this tool. Tenders and communications submitted by potential suppliers via any other means will be rejected.

2.2 Please note that any correspondence issued by the Council (or Welland Procurement acting on their behalf) via ProContract, will be sent to the named

registered person on a potential supplier's account. It is therefore advised that potential suppliers make sure that this named point of contact shares any clarification and/or correspondence issued by the Council, with all colleagues who are participating in the tender exercise. The Council is not responsible if the named registered person does not share information and/or documents supplied to them via the portal.

- 2.3 Potential suppliers that require any technical assistance in using the portal or have any difficulty registering or logging in, should contact the system provider ProContract, who operates the website and portal.

Tel: 0330 005 0352 (8.30am to 5.00pm Monday to Friday);  
Email: [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com); or  
Log a support ticket [online](#).

- 2.4 Please note that the ProContract Support Team will not be able to answer any questions relating to the tender content. Requests for clarification must be submitted to the Council via the messaging function of the project within ProContract.
- 2.5 Please note that if a user opts out of communications, the notification should still appear in the notifications area, but an email will **NOT** be sent.

### Procurement timetable

- 2.6 The key dates for this procurement are set out below. The Council reserves the right to amend this timetable.

1	Deadline for amendments to Tender documents	28 <sup>th</sup> June 2022
2	Deadline for potential supplier clarification questions	17:00, 4 <sup>th</sup> July 2022
3	Deadline for Council's response to potential supplier clarification questions	6 <sup>th</sup> July 2022
4	Deadline for Submission of Tenders (the "deadline")	12:00 noon on 12 <sup>th</sup> July 2022
5	Evaluation	Week commencing 12 <sup>th</sup> July 2022
6	Award	Week commencing 29 <sup>th</sup> July 2022
7	Contract Start	1 <sup>st</sup> August 2022

- 2.7 Potential suppliers must submit their completed tender via ProContract by no later than the deadline stated in the procurement timetable, ensuring that the 'submit response' button is clicked following the completion of both questionnaires.
- 2.8 Fax and email submissions will not be accepted.
- 2.9 Any tender received after the deadline may be rejected. Therefore, it is the potential supplier's responsibility to ensure that the deadline is not breached.

2.10 Potential suppliers will not be allowed to alter their tender submissions after the deadline.

### **Questionnaires**

2.11 Potential suppliers are required to complete two online questionnaires; the Standard Selection Questionnaire (SQ) and the Award Questionnaire. Responses in any other format will not be accepted.

2.12 Potential suppliers must be explicit and comprehensive, keeping the information provided specific to and located within the question asked, as this will be the single source of information on which responses will be assessed / evaluated.

2.13 Page/Word Limit: This limit includes all words/information in any format (including but not limited to diagrams, pictures, maps, tables, and charts), and will count towards the limit set. Bidders must not attempt to circumnavigate the limit e.g., by joining up words or using special characters to join words. Information/words submitted over this limit will not be evaluated.

2.14 Potential suppliers must ensure:

2.14.1 each question is answered in full and in accordance with any specific requests as detailed in the question i.e., maximum word/page limits, information to be included etc.;

2.14.2 only information that has been requested is submitted; additional information which has not been asked for as part of the question will not be considered during the evaluation and award of this Contract; and

2.14.3 all words in any format (including but not limited to words in diagrams, pictures, maps, tables, and charts) are counted towards the word count; any words over the stated maximum will not be considered during the evaluation and award of this Contract.

### **General requirements**

2.15 Potential suppliers are required to:

2.15.1 treat the details of the tender document as private and confidential. However, such information may be disclosed, as necessary, for the purpose of obtaining quotations, e.g., insurance quotes;

2.15.2 ensure that at any time, whether during the tender process or thereafter no public statements are made in relation to the Council or this Contract unless authorised in writing by the Council;

2.15.3 submit an unqualified tender, strictly in accordance with the tender documents;

2.15.4 meet the Council's requirements as stated in the specification and the contract, operate as a standalone bid and not be dependent on any other bid or any other factors external to the tender itself;

- 2.15.5 include all information requested to ensure an accurate and equitable evaluation of their tender. Reference should not be made to previously submitted information and all aspects of the tender requirement are to be addressed. The submission is to be self-contained. Potential suppliers must not rely on the Council's experience as tender evaluations will be based only on the information contained within the submission;
  - 2.15.6 submit tenders and supporting documents in English only;
  - 2.15.7 submit attachments in an acceptable format (Microsoft Word, Excel, PowerPoint, JPEGs and PDF Files or other file format specified in the question), with any zipped files in WinZip format only. The file size of each document submitted must not exceed 10mb; and
  - 2.15.8 take responsibility for all costs associated with the preparation and submission of the response to this tender. The Council will not be liable, under any circumstances, for any costs or charges incurred in submitting a tender or for the preparation of the contract with the successful supplier.
- 2.16 Potential suppliers are solely responsible for obtaining the information they consider necessary to make decisions regarding the content of their tender, and to undertake any investigations they consider necessary to verify any information provided to them during the procurement process.
- 2.17 Potential suppliers should notify the Council promptly of any perceived ambiguity, inconsistency, or omission in any of the tender documents, and/or in any other information issued to them during the procurement process.
- 2.18 Potential suppliers must hold their tender open for acceptance for a minimum of 90 days from the tender response [deadline](#).

### **Rights of the Council**

2.19 The Council reserves the right to:

- 2.19.1 amend the timetable, structure or content of this tender or any other documents associated with this procurement process, in accordance with the [procurement timetable](#);
- 2.19.2 abandon this procurement process at any stage without any liability to the Council;
- 2.19.3 abandon this procurement process and re-invite tenders on the same or an alternative basis;
- 2.19.4 choose not to award a contract (or Lot) because of this procurement process;

2.20 The Council reserves the right to reject any tender and or potential supplier where the potential supplier:

- 2.20.1 fixes or adjusts the amount of its tender by or in accordance with any condition of contract or arrangement with any other party; or
- 2.20.2 communicates to any party other than the Council the amount or approximate amount of its proposed tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence to obtain quotations necessary for the preparation of the tender or insurance or any necessary security); or
- 2.20.3 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement, or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to this or any other proposed tender; or
- 2.20.4 commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972; or
- 2.20.5 directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members or any relevant participating Council or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other potential supplier, tender or proposed tender; or
- 2.20.6 fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest (potential suppliers must notify the Council via the ProContract messaging function); or
- 2.20.7 fails to comply fully with the requirements of this tender or makes a misrepresentation in any information supplied in their tender; or
- 2.20.8 there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the tender; or
- 2.20.9 submits a tender which does not comply with any mandatory requirement (where the word "shall" or "must" is used); or fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publically-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written into those contracts in a suitable form".



## **Potential supplier clarification questions**

- 2.21 All requests for clarification and questions relating to this tender (and its associated documents) must be submitted through the messaging function of the project on ProContract.
- 2.22 The Council will respond to all clarifications as soon as possible through the messaging function of the project on ProContract.
- 2.23 A copy of all requests for clarifications and the responses will be published to all potential suppliers (who have expressed an interest in the tender on ProContract) where the clarification and response are not considered confidential.
- 2.24 If a potential supplier wishes the Council to treat a clarification as confidential and therefore not publish the response to all, it must state this when submitting the clarification. If in the opinion of the Council, the clarification is not confidential, the Council will publish in an anonymised format.
- 2.25 The deadline for receipt of clarifications relating to this procurement is set out in the [procurement timetable](#). Clarifications sent to the Council after this deadline may not be responded to.

## **Consortia bids and sub-contractor arrangements**

- 2.26 The Council requires all potential suppliers to identify whether a consortium or sub-contracting arrangement will apply in the case of their tender submission. For the purposes of this tender, the following terms apply:
  - 2.26.1 Consortium arrangement: Groups of companies come together specifically for the purpose of bidding for appointment as the successful supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with the Council.
  - 2.26.2 Sub-contracting arrangement: Groups of companies come together specifically for the purpose of bidding for appointment as the successful supplier but envisage that one of their number will be the contracted supplier whilst the remaining members of the group will be sub-contractors.
- 2.27 Potential suppliers submitting a tender as a consortium arrangement and/or are reliant upon essential sub-contractors, parent companies or affiliates to meet the selection questionnaire requirements must ensure that these organisations also complete the SQ.
  - 2.27.1 For Part 1 and Part 2: every organisation that is being relied on to meet the selection criteria must provide the requested information via the messaging facility of the project.
  - 2.27.2 For Part 3: potential suppliers bidding on behalf of a group (consortium) and/or intending to use sub-contractors should complete all the questions on behalf of the consortium and/or any sub-contractors, to provide a single composite response and declaration to the Council.

- 2.28 If the potential supplier submitting a response to this tender is doing so as part of a proposed consortium arrangement, then the consortium lead should specify:
- the names of all consortium members;
  - who the lead member of the consortium is;
  - who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
  - if the consortium is not proposing to form a legal entity, full details of the proposed arrangements within the SQ.
- 2.29 Where the group is proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), they should provide details of the name for the new entity and details of its legal and operational structure, as well as the actual or proposed percentage shareholding of the constituent members within the new legal entity within the SQ.
- 2.30 The Council may require members of the consortium to assume a specific legal form if awarded the contract, to the extent that is necessary for the satisfactory performance of the contract.
- 2.31 In the event of a proposed sub-contracting arrangement, potential suppliers must specify:
- the share of the contract that it intends to sub-contract;
  - the proposed sub-contractors;
  - the key deliverables that each sub-contractor will be responsible for; and
  - precisely which entity they propose will be the supplier within the SQ.
- 2.32 Potential suppliers must notify the Council immediately of any change or proposed changes to the Consortium and/or sub-contracting arrangements following submission of their tender response, so that that Council may fully assess the impact of any change. This is to allow the Council to seek a self-declaration of the exclusion grounds (Part 1 and Part 2 of the Suitability Questionnaire) for any new organisation and carry out a further assessment using the suitability questions and any specific selection criteria. The Council reserves the right to deselect a potential supplier prior to any award of contract, based on an assessment of the updated information, if it is felt that such a change will have an adverse effect on the group's ability to meet the Council's requirements.

## **Contract terms**

- 2.33 The contract is provided as part of this tender. By submitting a tender response, potential suppliers are agreeing to be bound by the terms of this Invitation to Tender and the Contract conditions, without further negotiation or amendment, and shall sign the Form of Tender accordingly.
- 2.34 Potential suppliers must not make or attempt to make any variation or alteration to all or any of the tender documents except where a variation or alteration is invited or permitted in accordance with the terms.

- 2.35 If a potential supplier has concerns or clarifications over the issued terms (made up of all the tender documents), then these must be raised and resolved during the clarification period in accordance with the clarification question section in this document (Document One). Any amendments that are agreed by the Council shall be communicated to all potential suppliers.

### **Variant bids**

- 2.36 In line with the scope of the project and the advertisement, variant bids are not permitted.

### **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)**

- 2.37 The Council believes that the Transfer of Undertakings (Protection of Employment) Regulations 2006 do not apply to this contract at its commencement.
- 2.38 However, potential suppliers must satisfy themselves as to whether in their view the TUPE regulations will apply and the extent of their obligations in relation to pensions. Potential suppliers are advised to seek independent professional advice on the consequences for them if they are the successful supplier and the TUPE regulations are held to be applicable.

## **3 Evaluation of Tenders**

- 3.1 The evaluation process shall comprise the following:

- Evaluation / validation of the Standard Selection Questionnaire;
- Evaluation of Award Questionnaire: Quality; and
- Evaluation of Award Questionnaire: Price.

### **Standard Selection Questionnaire (SQ)**

- 3.2 Potential suppliers are advised that minimum pass criteria are set out in each question of the SQ, and those who fail to meet these criteria will be eliminated from the procurement process.
- 3.3 Potential suppliers are advised that any reference in the SQ to any external assessment body or external accreditation standard, shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.
- 3.4 Questions that may result in the elimination of a tender submission (marked as pass/fail) are shown in the table below.
- 3.5 Information regarding what constitutes a “pass” or a “fail” can be found within the individual question on the SQ. Where a potential supplier “fails” a question, their submission will be eliminated from the procurement process.

- 3.6 Potential suppliers are not required to submit due diligence evidence e.g., financial /insurance information, copies of policies etc. as part of the response to the SQ. The successful provider shall be required to submit relevant support information of compliance with the selection criteria, within five (5) working days from the date of request.
- 3.7 If the successful supplier fails to provide the required due diligence evidence within the specified timeframes, or the evidence proves unsatisfactory, the award of the contract will not proceed. In such circumstances the Council reserves the right to amend the contract award decision and award the Contract to the second-placed supplier if they have submitted a satisfactory bid. Alternatively, the procurement process may be abandoned.

Section Title	Pass/Fail Qs
<b>Important: Please Read</b>	<b>0.1 (b)</b>
<b>Part 1: Potential Supplier Information</b>	
Section 1 - Potential supplier information	-
Section 1 - Bidding model (information about your approach to this procurement)	-
Section 1 - Contact details and declaration	-
<b>Part 2: Exclusion Grounds</b>	
Section 2 - Grounds for mandatory exclusion	2.1(a) 2.3(b)
Section 3 - Grounds for discretionary exclusion	3.1(a - j-iv)
<b>Part 3: Selection Questions</b>	
Section 4 - Economic and Financial Standing	4.1(a-c) 4.2 4.3
Section 5 - Wider Group	5.1 - 5.3
Section 6 - Technical and Professional Ability	6.3
Section 7 - Modern Slavery Act 2015	7.2 7.3
Section 8.1 - Insurances	8.1
Section 8.4 - Health and Safety Project Specific Questions	8.4 (a) 8.4 (b) 8.4 (c) 8.4 (d) 8.4 (e) 8.4 (f)
Section 8.5 - Environment Project Specific Questions	8.5(b) 8.5(c)
Section 8.6 - Equality Project Specific Questions	8.6 (a) 8.6 (b) 8.6 (c) 8.6 (d) 8.6 (f) 8.6 (g) 8.6(h)

Section 8.7 - Other Project Specific Questions	-
Section 8.8 - Data Protection and General Data Protection Regulation Questions	8.8(a) 8.8(b) 8.8(c)

- 3.8 If a potential supplier seriously misrepresents any information in filling in the Standard Selection Questionnaire, and so induces the Council to enter a contract, there may be significant consequences. The potential supplier may be excluded from the procurement process, and from bidding for other contracts for three years. If a contract has been entered, the potential supplier may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and must be excluded from further procurements for five years.

### **Award Questionnaire**

- 3.9 The Award Questionnaire carries a total weight of 100%. Each tender will be evaluated based on quality and price, to determine the most economically advantageous tender. The criteria are made up of:
- Quality - 50%
  - Price - 50%
- 3.10 An initial review will be made to establish the completeness of submitted tenders. The Council reserves the right to reject any submission that is incomplete.
- 3.11 The Council reserves the right to reject any unsustainably high tenders without further evaluation of the bid submission. Should the Council consider a tender abnormally low in price and wish to reject the tender on such grounds it will seek a written explanation and/or evidence from the potential supplier to justify the tender and its price offered. The potential supplier will also be asked to evidence that they are not practicing modern slavery (via a declaration) or otherwise in breach of statutory obligations. Where the potential supplier is unable to prove, within a sufficient time limit and/or any given deadline such justification for the low price, the Council reserves the right to reject the tender.
- 3.12 The Council reserves the right (but is under no obligation) to seek clarification on any aspect of a potential supplier's submission during the evaluation phase where necessary. Potential suppliers must respond to such requests promptly and within any given deadline. Potential suppliers may be eliminated from the procurement process if they do not respond to the Council's satisfaction within any given deadline.

### **Award Questionnaire - Quality**

- 3.13 All quality questions will be scored independently by Evaluators.
- 3.14 The potential supplier's response to each question will be evaluated and scored a maximum of 5 marks, as per the below table:

**In the evaluator's reasoned opinion, the response is an:**

<b>5</b>	<b>Excellent Response</b> The response is excellent in relation to the stated requirements of the question. The response provides an excellent level of detail and demonstrates that the bidder's expertise and approach significantly exceeds the Council's minimum requirements such as to provide added value.
<b>4</b>	<b>Strong Response</b> The response is strong in relation to the stated requirements of the question. The response provides a good level of detail and demonstrates that the bidder's expertise and approach exceeds the Council's minimum requirements.
<b>3</b>	<b>Satisfactory Response</b> The response is satisfactory in relation to the stated requirements of the question. The response provides a satisfactory level of detail and demonstrates that the bidder has the necessary expertise to meet the Council's minimum requirements and has a reasonable understanding of what those minimum requirements are.
<b>2</b>	<b>Weak Response</b> The response is weak in relation to the stated requirements of the question. The response provides a low level of detail and provides less than satisfactory evidence to demonstrate that the bidder has the expertise to satisfy the Council's minimum requirements and/or demonstrates some misunderstanding of those requirements.
<b>1</b>	<b>Poor Response</b> The response is poor in relation to the stated requirements of the question. The response provides a very low level of detail. There is a significant lack of evidence to demonstrate that the bidder has the expertise to satisfy the Council's minimum requirements or really understands what those requirements are.
<b>0</b>	<b>Unacceptable Response</b> The response is unacceptable in relation to the stated requirements of the question. The response provides no detail and fails to provide any evidence that the bidder can meet the requirements of the question. <b>OR</b> No answer has been given.

3.15 Following the independent evaluation of the quality criteria, a moderation meeting will be held where members of the evaluation panel have given differing scores. An independent moderator will chair the meeting and facilitate any discussion to allow an agreed score to be reached. The agreed score will be the final score applied to the quality criteria.

3.16 A desktop moderation may be carried out by the independent moderator prior to the moderation meeting, to determine which questions within the tender submissions do not need to be moderated further. Where a desktop moderation is carried out, evaluators will be offered the opportunity to challenge the score allocated; at which point the question(s) will then be taken to the moderation meeting.

3.17 The agreed score will be divided by 5 and multiplied by the question sub-weighting (%) to give a final percentage (%) score for each question.

3.18 For example; if the sub-weighting for a question is 20% and the potential supplier has an agreed score of '3', then their final percentage (%) score would be:

$$3.18.1 \quad \frac{3}{5} \times 20 = 12\%$$

3.19 The Award Questionnaire is made up of the below breakdown. These weightings are also visible in the summary of the online questionnaire on ProContract.

Section Title	Section Weighting (%)	Question Number	Question Sub Weighting (%)
Quality	50%	1	30%
		2	50%
		3	10%
		4	10%
Price	50%	-	100%
Collusive Tendering Certification	Pass/Fail		
Form of Tender	Pass/Fail		
Freedom of Information	-		
Declaration	Pass/Fail		

### **Award Questionnaire - Price**

3.20 If a tender submission is eliminated for any reason, the price submitted within the tender concerned shall also be excluded from the evaluation.

3.21 Having regard to the specification requirements of this tender, potential suppliers are required to complete the Pricing Schedule, ensuring they have provided figures against all stated criteria. All figures should be entered in pounds (£), exclusive of VAT and not rounded at all.

3.22 It is the potential supplier's responsibility to include all charges that they wish to recover from the contract that will be incurred in meeting the requirements of the specification. Additional costs which are not identified at this stage cannot be charged for during the Contract Term unless by the express agreement of the Council.

3.23 Potential suppliers should satisfy themselves that the fees, rates, and prices quoted are accurate, as the potential supplier will be required to hold these or withdraw their tender in the event of errors being identified.

3.24 If a potential supplier fails to provide fully for the requirements of this tender, as set out in the specification and terms, it must either:

3.24.1 absorb the costs of meeting the full requirements within the price submitted; or

3.24.2 withdraw its tender submission.

3.25 Price scores will be calculated based on the potential supplier with the lowest overall compliant price being awarded the full score of 40%. The remaining bids will be scored in accordance with the following calculation:

$$= \left( \frac{\text{lowest submitted price}}{\text{potential supplier's submitted price}} \right) \times \text{price weighting}$$

3.26 The example below illustrates how this methodology will work in principle and is for illustrative purposes only. This example is based on a 50% price weighting where the lowest compliant price is £500,000.

	Submitted Price	Price Calculation	Price Score
Potential supplier A	£500,000	= 50% (lowest price)	50%
Potential supplier B	£550,000	= (500000 / 550000) x 50	45.45%
Potential supplier C	£800,000	= (500000 / 800000) x 50	31.25%
Potential supplier D	£590,000	= (500000 / 590000) x 50	42.37%

## 4 Award

### Award of the contract

- 4.1 Upon conclusion of the evaluation, the scores for 'quality' and 'price' will be combined to give a total score out of 100%, and the potential supplier with the highest overall score will be awarded the contract.
- 4.2 Where there is a tie in total score (quality plus price) to two decimal places, the potential supplier with the highest score for price will be awarded the contract.
- 4.3 The Council will notify all bidders via ProContract's messaging function of its intention to award a contract. Award decisions are subject to internal Council approval processes, which will be conducted prior to any notifications being sent.
- 4.4 The award will be provisional and subject to the successful supplier submitting relevant supporting due diligence evidence e.g., certificates, financial /insurance information, copies of policies etc. (as per the tender documentation) to the satisfaction of the Council.
- 4.5 The Council will provide all bidders with the following details as part of the notification of an intention to award a contract:
  - 4.5.1 Award criteria scores and quality question feedback for the potential supplier receiving the notification;
  - 4.5.2 Name of the successful supplier; and
  - 4.5.3 Award criteria scores and relative advantages of the successful supplier's quality submission.



- 4.6 The following documents will form part of the contract between the Council and the successful supplier:
- 4.6.1 Specification;
  - 4.6.2 Terms and Conditions plus related schedules (i.e., site plans, asset lists, policies etc.);
  - 4.6.3 Tender submission (quality and price);
  - 4.6.4 Relevant clarifications; and
  - 4.6.5 A list of confidential material and commercially sensitive information.

### **Due diligence**

- 4.7 The Council will undertake its due diligence in advance of any contract award.
- 4.8 The preferred supplier will not be awarded the contract until the Council is satisfied with the response to due diligence.
- 4.9 Failure to provide relevant due diligence evidence and/or a failure of such evidence to support the representations/self-certifications made as part of the tender submission will result in the tender being rejected, and any intention to award decision being set aside.
- 4.10 Due diligence may include credit checks in relation to the preferred supplier. It is important for the Council to ensure that any organisation it wishes to enter a contract with can provide the goods, works or services on an ongoing basis as agreed within any contract. The Council works with external credit agencies to provide these financial checks.
- 4.11 The Council reserves the right to reject a tender from this procurement process should any findings from the due diligence reveal a serious concern or risk to the Council that cannot be remedied in a reasonable amount of time before contract award.