

**INVITATION TO TENDER INSTRUCTIONS AND DETAILS OF CONTRACT**

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| **CONTRACT TITLE** | Ascent Homes – Ellington Phase 4 – Mastic Sealant Works |
| **CONTRACT REFERENCE** | DN729695 |
| **TENDER RETURN DEADLINE** | 5pm on Monday 22nd July 2024 |

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1. **SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

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| **ITEM** | **CONTRACT DETAILS** |
| Pro-Contract Reference | DN729695 |
| Contract Description: | Advance Northumberland (Developments) Limited, trading as Advance Northumberland (Developments) Ltd requires sub-contractor to carry out all Mastic Sealant Works for our 116nr new build housing development at Lynemouth Road, Ellington |
| Contracting Authority: | Advance Northumberland Developments Limited (Advance), is the Contracting Authority.  Advance is a unique economic regeneration company, established by Northumberland County Council with a clear remit to improve prosperity, quality of life and increase business activity throughout the communities of Northumberland. Advance is Northumberland County Council’s primary regeneration delivery vehicle. It employs a wide range of investment, development and regeneration capabilities to shape places and promote economic growth and prosperity in Northumberland. |
| Public Contract Type: | Works |
| Form of Contract | Ascent Homes Terms of Engagement |
| Procurement Approach: | Open Procedure |
| Insurance Requirements: | The successful Tenderer will need to provide the following insurance cover per 12-month period:   1. Public Liability   Cover for no less than £5 Million   1. Employers Liability   Cover for no less than £5 Million  All risk insurance must be included as standard in the Tendered prices. |
| Period of Contract: | The programme of works is 27th September 2024 – 10th December 2027  There is no option to extend. |
| Procuring Officer: | Deborah Evans Head of Business Operations.  Any queries must be addressed to Advance Northumberland via the ProContract E-tendering Portal. Any queries must be raised by Monday 15th July 2024 and no less than **FIVE** calendar days before the Tender Return Deadline to allow sufficient time for the Contracting Authority to respond. Failure to submit queries in good time, may result in responses not being made. |
| Tender Submission instructions: | Tenders and all associated documentation must be submitted via the ProContract E-tendering Portal by the date and time detailed below.  Tenders **MUST NOT** be returned by any other means. |
| Tender Return Deadline (latest date for return of the Tender): | **5pm on Monday 22nd July 2024** |

1. **IMPORTANT NOTICE**

The Contracting Authority has issued this Invitation to Tender (“ITT”) to Tenderers, to allow them and their professional advisers to prepare a Tender for this Contract and for no other purpose.

**Confidentiality and Freedom of Information**

This ITT is made available on the condition that its contents (including the fact that the Tenderer has received this ITT) are kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender. If Tenderers are unable or unwilling to keep to this rule they:

* should destroy this ITT and all associated documents at once; and
* should not keep any electronic or paper copies.

As a public body, the Contracting Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information under this act.

Tenderers should be aware that, in compliance with its transparency obligations, the Contracting Authority routinely publishes details of its awarded contract, including the contract values and the identities of its suppliers on its website without consulting the supplier of that information.

The Contracting Authority shall treat all Tenderers’ responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests and in accordance with the Contracting Authority’s transparency obligations. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer’s competitive edge has been clearly identified to the Contracting Authority in the template provided at Schedule 7.

Tenderers must not take part in any publicity activities with any part of the media about the Contract or this ITT process without obtaining the express prior written agreement of the Contracting Authority. When requesting prior written agreement Tenderers should detail the proposed media coverage including format and content of any publicity.

This ITT is made available in good faith. While the information contained in this ITT is believed to be correct at the time of issue, the Contracting Authority, its advisors, or any other awarding authorities will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Contracting Authority.

Neither the issue of this ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Contracting Authority (or any other person) to enter into a contractual agreement.

The Contracting Authority reserves the right to cancel the Tender process at any point and/or to choose not to award any Contract (or lot) as a result of the current procurement process. The Contracting Authority makes no guarantee of any volumes of work placed under the Contract. The Contracting Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Tender process or for any other costs which Tenderers may incur by tendering for this Contract.

1. **IMPORTANT INFORMATION FOR TENDERERS**
   1. The Contracting Authority is issuing this Tender in accordance with its Standing Financial Instructions. The contract value is below the current Public Contracts Regulations (2015) threshold. The Contracting Authority will conduct this tender process in line with procurement best practice and also in line with the principles of the EC Treaty to afford fairness, competition and transparency in public procurement.
   2. This ITT contains further information about the procurement process, the Works required and assessment questions for Tenderers to complete. Each Tenderer’s response should be detailed enough to allow the Contracting Authority to evaluate in accordance with the evaluation criteria.
   3. The Contracting Authority is using the ProContract E-tendering portal to conduct the procurement process. The ProContract E-tendering portal can be accessed at <https://procontract.due-north.com> All communications (including submission of Tenders) must be via the ProContract E-tendering portal.
   4. This ITT does not constitute an offer by the Contracting Authority of any kind. This ITT is only an invitation to treat by the Contracting Authority. By signing and returning Schedule 3 Tenderers are making an offer as described in Schedule 3.
2. **TIMETABLE**
   1. The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Stage** | **Date(s) and Time(s)** |
| Issue of Invitation to Tender | Monday 24th June 2024 |
| Site Visits (by appointment only) | Not Applicable |
| Deadline for receipt of queries | Monday 15th July 2024 |
| Tender Return Deadline (deadline for receipt of Tenders) | Monday 22nd July 2024 |
| Evaluation of Tenders including verification of self-certification information | W.C 29th July 2024 |
| Notification of decision | W.C 29th July 2024 |
| Expected Contract commencement | 27th September 2024 as per the construction programme |

* 1. The Contracting Authority reserves the right to change the Timetable set out above at its sole discretion. Any changes to the Timetable shall be notified to all Tenderers as soon as practicable.

1. **TENDERERS QUERIES DURING THE PROCESS**
   1. Any questions / clarifications relating to this ITT must be submitted via the ProContract E-tendering portal.
   2. Any questions / clarifications must be addressed to the Procuring Officer via the ProContract E-tendering Portal. Any questions / clarifications must be raised no less than [EIGHT] calendar days before the Tender Return Deadline (see paragraph 4.1 above) to allow sufficient time for the Contracting Authority to respond. Where the Contracting Authority supplies additional or amended information to all Tenderers, the Tender Response Deadline may be extended accordingly, which will be done at the Contracting Authority’s sole discretion. If, however, the Public Contract Regulations require an extension of the Tender Response Deadline then the Contracting Authority must extend the deadline in accordance with the regulations.
   3. The Contracting Authority will respond to all reasonable questions / clarifications as soon as possible via the ProContract E-tendering portal Clarifications Log. If a Tenderer wishes the Contracting Authority to treat a question / clarification as confidential and not issue the response to all Tenderers it must state this when submitting the question / clarification. If, the Contracting Authority determines at its sole discretion that the question / clarification is not confidential, the Contracting Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the query is not withdrawn, the response will be issued to all Tenderers.
   4. Tenderers are advised not to rely on communications issued via any method other than the ProContract E-tendering portal.
   5. The Contracting Authority reserves the right to issue extra documentation prior to Tender Return Deadline (detailed at paragraph 4.1 above) to clarify any issue or amend any aspect of the ITT. Any extra documentation that the Contracting Authority may issue will form part of the ITT. Also, it will add to and/or supersede any part of the ITT to the extent indicated.
   6. Tenderers must obtain at their own expense all information required for the preparation of their Tender.
   7. The Contract requires the successful Tenderer to adhere to the Contracting Authority’s policies as detailed in the Contract Terms and Conditions (Schedule 8). Tenderers are advised to satisfy themselves that they understand all of the Contracting Authority’s policies relevant to the Contract before submitting their Tender.
   8. The Tender submission must be received in line with the relevant instructions no later than the time and date indicated. The Contracting Authority will not accept any Tender received after the Tender Return Deadline. For the avoidance of doubt to be considered as having been submitted prior to the Tender Return Deadline the Tender must be fully uploaded and received by the Contracting Authority in full. It is the Tenderers responsibility to ensure the bid is fully uploaded in sufficient time prior to the Tender Return Deadline.
2. **TENDER SUBMISSION REQUIREMENTS**
   1. Tenders must be written in the English Language.
   2. Tenderers must respond in line with instructions set out in this ITT.
   3. Only one Tender submission is allowed from each Tenderer. If a Tenderer submits more than one Tender; the Contracting Authority will evaluate the one with the latest time of submission and disregard the other(s). For the avoidance of doubt the Contracting Authority will not accept multiple competing Tenders from a single organisation e.g., as an independent bid and / or part of a (multiple) consortium bid(s).
   4. Where possible, Tenderers should utilise file compression software when submitting their Tender.
   5. Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
   6. By submitting a Tender, Tenderers hereby confirm the Tender (including price) will remain valid, open and capable of the Contracting Authority’s acceptance for a minimum period of ninety (90) days from the Tender Return Deadline (see paragraph 4.1 above).
   7. The Tender must not be qualified in any way. The Tender must be clear, concise and complete. The Contracting Authority will evaluate Tenders in accordance with the award criteria (see paragraph 14) and reserves the right to exclude any Tender from the procurement if it contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT; Tenderers will be evaluated on the basis of information submitted by the Tender Return Deadline.
   8. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract. For the avoidance of doubt, an electronic signature is acceptable for the ITT, but wet signature will be required at Contract stage.
   9. If Tenderers believe that they are unable to submit a Tender via the electronic system, or if Tenderers need help or further information to be able to use the E-tendering process, they must contact the Portal Host, at [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com). This is to allow for any technical queries to be investigated and resolved. Tenderers are to note that it is their responsibility to upload Tender submissions by the Tender Return Deadline and to allow sufficient time for any technical queries to be resolved.
   10. A Tender return check list is provided as part of Schedule 3 – Form of Tender**.**
3. **SUBCONTRACTING AND CONSORTIUM BID REQUIREMENTS**
   1. The Contracting Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and in particular specify the share and detail of the Contract it intends to sub-contract and any proposed sub-contractors. The Contracting Authority expects the entity which is the Tenderer to be the party to any Contract which the Contracting Authority enters into in connection with the Contract. If the Tenderer is a not a single legal entity but is a consortium, partnership or the like, all members of it will be required to enter into the Contract and will be jointly and severally liable under any such Contract. During the life of the contract the successful bidder may subcontract in accordance with the terms and conditions of the contract.
   2. Any changes to Consortium or subcontracting arrangements must be notified to the Contracting Authority immediately.
   3. If your organisation is a consortium then all of the sections of the Suitability Assessment (Schedule 1) part one and part two must be answered by each member of the consortium. Only the lead member need answer the Tender Response Document (Schedule 5) and Pricing Schedule but should do so on behalf of the entire consortium.
   4. During the procurement process any changes to the composition of the consortium or partnership must be notified to the Contracting Authority immediately:
      1. if the changes occur prior to the Tender Return Deadline the new consortium or partnership member will be required to complete the Suitability Assessment (Schedule 1), which will be assessed in accordance with the Tender evaluation criteria.
      2. if the changes occur after the Tender Return Deadline the consortium will be excluded from the procurement process.
4. **TENDER CONDUCT AND CONFLICTS OF INTEREST**
   1. Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:
      1. Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
      2. Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
      3. Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
      4. Canvass any employees, members or agents of the Contracting Authority in relation to this procurement.
      5. Attempt to obtain information from any of the employees, members or agents of the Contracting Authority or their advisors concerning another Tenderer or Tender.
   2. Tenderers must make the Contracting Authority aware at the earliest possible opportunity where a potential conflict of interest exists between the Tenderer, the Contracting Authority and/or its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Contracting Authority. The Contracting Authority reserves the right to exclude Tenderer where an unaddressed conflict of interest is identified.
5. **CONTRACT TERMS** 
   1. The draft Contract is provided in Schedule 8. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and, if the Tender is successful, to enter into the Contract without further negotiation or amendment.
   2. Any amendments to the Contracting Authority’s Contract or any alternative Terms and Conditions submitted by the Tenderer shall not be acceptable or considered by the Contracting Authority.
6. **FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT**
   1. The Contracting Authority is subject to The Freedom of Information Act 2000 (Act) and the Environmental Information Regulations 2004 (EIR).
   2. As part of the Contracting Authority’s duties under the Act or EIR, the Contracting Authority may need to disclose information about the procurement process or the Contract to anyone who makes a reasonable request.
   3. If Tenderers consider that any of the information given in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party); then Tenderers should clearly mark this as ‘Not for disclosure to third parties‘. Tenderers should also give valid reasons in support of the information being exempt from disclosure under the Act and / or the EIR This information should be provided in ITT Schedule 7 – Commercially Sensitive Information.
   4. The Contracting Authority will aim to consult with Tenderers and consider comments and any objections before the Contracting Authority releases any information to a third party under the Act and/or the EIR. However, irrespective of whether a Tenderer has marked information as ‘Not for disclosure to third parties’ and / or completed Schedule 7, the Contracting Authority shall determine in its absolute discretion whether any information is:

* Exempt from the Act or the EIR; or
* to be disclosed in response to a request of information
  1. The Contracting Authority must make its decision on disclosure in line with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under either.
  2. The Contracting Authority will not be held liable for any loss or prejudice caused by the disclosure of information that:
     1. Has not been clearly marked as ‘not for disclosure to third parties’ with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible).
     2. Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
     3. Where it is in the public interest to disclose this and there is no legal duty to withhold it.

1. **EQUALITY AND DIVERSITY**
   1. The Contracting Authority is committed to providing its services in a way that promotes equality of opportunity at every possibility. The Contracting Authority expects the successful Tenderer to be equally committed to equality and diversity in its employment practices and service provision. The Contracting Authority will ensure compliance with all anti-discrimination legislation via contract management to monitor arrangements.
   2. Expectation of the Tenderer
      1. Tenderers should note that the Terms and Conditions of the Contract (Schedule 8) require the successful Tenderer to adhere to equality and diversity obligations. The Contracting Authority will, if appropriate, monitor compliance throughout the Contract period.
   3. Compliance with Equality Legislation
      1. The Contracting Authority requires the Tenderer to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. Organisations employing less than five employees face minimum requirements, whilst organisations employing 50 or more employees need to meet more comprehensive criteria as set out in 11.3.2 below. The Contracting Authority may work with the successful Tenderer during the Contract period, to ensure ongoing compliance with equality in employment legislation.
      2. The rules on equality can be found at:

<https://www.equalityhumanrights.com/en/advice-and-guidance/guidance-employers>

And the Contracting Authority policy is available on its website.

1. **SUITABILITY ASSESSMENT EVALUATION**
   1. Tenderers are required to complete the Suitability Assessment (SA), as included at Schedule 1.
   2. The Contracting Authority reserves the right to request information at any time throughout the procurement process. The Contracting Authority may elect to obtain evidence that the Tenderer can meet the specified requirements.
   3. Failure in respect of any of the Pass/Fail sections detailed below will result in your Tender being non-compliant and excluded from the procurement process.
   4. The Suitability Assessment will be assessed as follows:

|  |  |
| --- | --- |
| **Section** | **Assessment** |
| **PART 1 - POTENTIAL SUPPLIER INFORMATION** | |
| **Section 1**  Potential Supplier Information  Bidding Model  Contact Details and Declaration | This section is required to ensure the Contracting Authority has the correct details of all Organisations. The Tenderer must complete and sign this section. A Tenderer may be excluded on the grounds of insufficient or false information. |
| **PART 2 – EXCLUSION GROUNDS** | |
| **Section 2**  Grounds for Mandatory Exclusion  **Section 3**  Grounds for Discretionary Exclusion | The Contracting Authority reserves the right to exclude a Tenderer if they answer Yes to any of the questions in these Sections and fail to provide evidence of adequate and appropriate Self Cleaning (in line with Regulation 57 of the Public Contracts Regulations 2015) |
| **PART 3 - SELECTION QUESTIONS** | |
| **Section 4**  Economic and Financial Standing | The Contracting Authority reserves the right to fail a Tenderer if they cannot confirm as a minimum that they can provide one of the required statements. |
| **Section 5**  Group/Consortium Information | If you have indicated in the Suitability Assessment question 1.2 that you are part of a wider group, please provide the information required in this section.  **The section will be scored on a pass or fail basis**.  If an Organisation cannot provide one of the required documents from the statements, the Contracting Authority reserves the right to exclude the Organisation. |
| **Section 6**  Technical and Professional Ability | **This section will be scored on a pass or fail basis.**  A Tenderer must provide the required details of up to 3 relevant Contracts requested at 6.1 or satisfactory explanation in section 6.3 to pass this section.  The Contracting Authority reserves the right to fail a Tenderer if they cannot provide the required evidence requested in 6.2.  If Tenderers intend to use a supply chain for this Contract, they must demonstrate they have effective systems in place to ensure a reliable supply chain. If they do not intend to use a supply chain for this Contract, they are not required to complete the rest of this section 6a. |
| **Section 7**  Modern Slavery Act 2015 | **The section will be scored on a pass or fail basis**  If you are a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act") the Contracting Authority reserves the right to fail your Tender submission if you cannot provide the required evidence required in 7.2. |
| **Section 8**  Additional Questions | **NOTE TO TENDERERS**  Tenderers who self-certify that they meet the requirements for the additional modules detailed below will be required to provide evidence of this if they are successful at Contract award stage. In the case of failure to provide necessary evidence, the Contracting Authority reserves the right to amend the Contract award decision and award to the next compliant tenderer. |
| **8.1**  Insurance | **Suppliers are required to self-certify these statements.**  If a Tenderer cannot self-certify compliance the Contracting Authority reserves the right to disqualify the Tenderer from the procurement process at this point in the evaluation. |
| **8.2**  Environmental Management | **This Section will be scored on a pass/fail basis**.  **PASS** – The Tenderer confirms they and any sub-contractors (if used) have not been convicted of breaching environmental legislation and have not had notice served in the last three (3) years by an environmental regulator or authority or if convicted has outlined the remedial actions taken subsequently, which the Contracting Authority deems sufficient.  **FAIL** – The Tenderer confirms that they and / or any sub-contractors (if used) have been convicted of breaching environmental legislation or had notice served in the last three (3) years and has not outlined the remedial actions taken subsequently or has outlined remedial actions taken which the Contracting Authority does not deem sufficient. |
| **8.3**  Compliance with Equality Legislation | **This section will be scored on a pass/fail basis.**  **PASS** – The Tenderer confirms that in the last three (3) years it has not had a complaint upheld following an investigation by the Equality and Human Rights Commission or equivalent in any other country or if unable to do this, can demonstrate to the Contracting Authority’s satisfaction that appropriate remedial action has been taken to prevent unlawful discrimination in the future.  **FAIL** – In the last three years the Tenderer has had a complaint upheld following an investigation by the Equality and Human Rights Commission or equivalent in any other country and is unable to demonstrate to the Contracting Authority’s satisfaction that appropriate remedial action has been taken to prevent unlawful discrimination in the future. |
| **8.4**  Health and Safety | This Health and Safety question is to be scored on a pass/fail basis depending upon the Tenderer’s ability to demonstrate it has appropriate arrangements in place to adequately comply with Health and Safety and Fire Safety legislation.  **PASS** – The Tenderer self-certifying numbers a-l.  **FAIL** – Failure by the Tenderer to self-certify numbers a-l and not have satisfactory reasons or remedies. |
| **8.5**  Project Specific Questions | **This Section will be scored on a pass/fail basis.**  **PASS** – The Tenderer demonstrates they can comply with the questions  **FAIL** – The Tenderer fails to demonstrate they can comply with the questions. |

1. **TENDER EVALUATION** 
   1. The Contracting Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer’s Tender during the evaluation phase where the Contracting Authority determines that there are ambiguities in any part of the Tender. Any failure or refusal by the Contracting Authority to seek such clarification shall not be deemed to imply the Contracting Authority’s satisfaction with the tender response on that issue. The Contracting Authority may decide to interview Tenderers or hold clarification meetings to assist the Tendering process although is not obliged to do so. The Contracting Authority will notify Tenderers of this in due course. Tenderers are requested to respond to such requests promptly in accordance with the timeline identified by the Contracting Authority. The purpose of any clarification is to enable the Contracting Authority to determine the Tenderers overall score for a particular question.
      1. Where the Contracting Authority requests a clarification and the Tenderer fails to respond within the time prescribed within the clarification request, the Contracting Authority reserves the right to make any inference regarding the existing response, including any negative inference.
      2. All clarification responses must be in writing and directed through the ProContract Tender portal and will form a part of the Tenderers response as if the same had of been included in the Tender Response Document contained in Schedule 5. If meetings or interviews are conducted in person, Tenderers must summarise their response to any clarifications in writing within 3 working days of request. For the avoidance of doubt Tenderers are not permitted to raise further points in their summarised response outside of the clarification that has been raised by the Contracting Authority.
   2. The Contracting Authority is not bound to award the Contract however if it does so it shall be awarded to the highest scoring Tender (s) in accordance with the award criteria below.
   3. The Contracting Authority will check each Tender initially for compliance with all requirements of the ITT.
   4. The Contracting Authority will evaluate Tenders in accordance with the award criteria set out below.
2. **TENDER AWARD CRITERIA**
   1. Tenderers must complete and return all items detailed in the Tender response checklist included in Schedule 3 – Form of Tender.
   2. If Tenderers do not provide all the items in the checklist this may cause the Tender to be non-compliant and not considered.
   3. Following evaluation of the Suitability Assessment the Contracting Authority will evaluate Tenders to determine the Most Economically Advantageous Tender, taking into consideration the following award criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Section** | **Sub-criteria** | **Weighting** |
| **Quality 20%** | Q1 | **Project Delivery/Methodology** | 5% |
| Q2 | **Programme** | 5% |
| Q3 | **Health & Safety Arrangements** | 5% |
| Q4 | **Sustainability** | 5% |
| **Price 80%** | Total Contract Value | | 80% |
| **Total** | | | **100%** |

* 1. Tenderers are advised to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Contracting Authority has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Contracting Authority’s discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.
  2. Tie Breaker
     1. This tie breaker will be applied in the event that:
        1. there are two or more tied bidders for an award of a single contract, each having achieved identical scores on evaluation of the bids.

14.5.2 In these circumstances the relevant contract, will be awarded to the Tenderer who scored the highest mark as set out in this paragraph 14.5.2:

14.5.2.1 where Price is more than 50% of the Award Criteria, the Tenderer with the highest score on Price will prevail.

1. **SCORING METHODOLOGY**
   1. Quality Evaluation
      1. Responses to Schedule 5 (Tender Response Document) will be evaluated and scored on a scale of 0-5 using the following methodology and according to the professional judgement of the Contracting Authority’s requirements:

|  |  |  |
| --- | --- | --- |
| **Score** | **Performance** | **Judgement** |
| 5 | Exemplary response. Fully comprehensive and appropriate answer – fully meets the criteria set out in the question. The response clearly demonstrates how they would meet the criteria set out in the question. High level of confidence in bidder’s ability to deliver the essential requirements. | Excellent |
| 4 | Response of a high standard. Illustrates a high understanding and approach to the matter in question. Gives reliable substance to validate response. Good level of confidence in bidder’s ability to deliver the essential requirements. | Very Good |
| 3 | Response illustrates a good understanding of the question. An appropriate response to the matter in question but lacking reliable substance and evidence to validate response. Would benefit from further detail. Some confidence in bidder’s ability to deliver the essential requirements. | Good |
| 2 | Response illustrates a basic understanding of the matter in question but lacks detail. Gaps in response, not meeting the full criteria set out in the question. Some doubt in the bidders ability to deliver the essential requirements. | Satisfactory |
| 1 | Very limited response lacking in any relevant detail. Illustrates a very limited understanding of the matter in question. Does not satisfactorily demonstrate how they would deliver the element in question. | Poor |
| 0 | Question not answered or does not meet any of the criteria set out in the question and/or the provider fails to demonstrate how they would deliver the element in question. | Unacceptable |

* + 1. The score will be divided by the total score available (5). The total sum in each section will then be multiplied by the weighted criteria to create a total score. The total score for each section is indicated in Schedule 5 – Tender Response Document
  1. Price Evaluation
     1. The Contracting Authority will give the lowest price submission 70% and will use the following methodology to evaluate the remaining offers:

Lowest Price x available marks = score

Bidders Price

* + 1. Tenderers must complete the Pricing Schedule (Schedule 6) in the exact format set out in the schedule. The Pricing Schedule must be returned as a separate attachment to Schedule 5 (Tender Response Document). If the Pricing Schedule is not received as a separate attachment or is received in any other format to that of the original format in the schedule, the Contracting Authority reserves the right not to consider the Tender.
  1. All prices shall be stated in pounds sterling and exclusive of VAT.
  2. Tenderers must also show all costs that will be associated with the Contract for example rates or expenses. The Contracting Authority will not consider claims for extra payment for items that have not been specified.

1. **DEMONSTRATIONS, SITE VISITS AND CLARIFICATION MEETINGS** 
   1. Site Visits are not a requirement of tender preparation.
2. **CONTRACT AWARD**
   1. Contract award is subject to the formal approval process of the Contracting Authority. This will include the provision and validation of all evidence requested as part of the Suitability Assessment and Tender Response. Until all necessary approvals are obtained, no Contract(s) will be entered into. The Contract will form when the Contract is signed by both parties.
   2. In the case of the successful Tenderer failing to provide necessary evidence to support their Tender, the Contracting Authority reserves the right to amend the Contract award decision and award to the next compliant tenderer.
3. **NOTIFICATION OF AWARD**
   1. The contract award notification will be sent to each Tenderer. The Contracting Authority will inform all Tenderers of the weighted scores they have achieved in the process, the identity of the successful Tenderer(s) and their scores achieved.