

**Further Competition Invitation**

**For the provision of Solar PV**

Crown Commercial Service [Heat Networks and Electricity Generation Assets DPS](https://www.crowncommercial.gov.uk/agreements/RM3824) Framework RM3824

**October 2020**

Sourcing Project Reference Number: prj\_5674

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# glossary

## In this Further Competition Invitation, the following words and phrases have the following meanings:

## “**Authority**” means Ministry of Justice, 102 Petty France, Westminster, London SW1H 9AJ and for the purpose of this Further Competition shall include the departments set out in Table 1;

## **“CCS”** means Crown Commercial Service;

## **“Contract”** means the Contract Order Form at Appendix D.

## “**Further Competition**” means the process used to establish a Contract that facilitates the provision of Solar PV;

##  “**Further Competition** **Invitation**” means this document and all related documents published by the Authority in relation to this Further Competition;

## “**Marking Scheme**” means the range of marks that may be given to a Bidder depending on the quality of its response to a question;

## “**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

## “**Bidder**” means a company that submits a Tender in response to the Further Competition Invitation;

## “**Supplier**” means the Bidder with whom the Authority has concluded the Contract;

## “**Tender**” means the Bidder’s formal offer in response to the Further Competition Invitation;

## “**Further Competition Invitation Clarifications Deadline**” means the time and date set out in Table 2 for the latest submission of clarification questions; and

## “**Tender Submission Deadline**” means the time and date set out in Table 2 by which Tenders must be received by the Authority.

# introduction

## Welcome to the Further Competition for the provision of Solar PV to the Authority.

## The aim of the Further Competition is to award a Solar PV Contract for the Authority departments set out in Table 1.

## This Further Competition Invitation contains the information and instructions Bidders need to submit a Tender.

## The Further Competition is being conducted through the Heat Networks and Electricity Generation Assets DPS (HELGA) RM3824 (“the Framework”) which was established by Crown Commercial Services (CCS) in 2018.

*Table 1*

|  |
| --- |
| **Authority department**  |
| HM Prison and Probation Service (HMPPS) |
| HM Courts and Tribunals Service (HMCTS) |

# OVERVIEW OF Invitation to tender

## The following appendices accompany this Further Competition Invitation:

### **Appendix A – Terms of the Further Competition**

### Sets out rights and obligations which apply to the Bidder and the Authority during this Further Competition.

### **Appendix B – Specification**

A detailed description of the services that the Supplier will be required to supply to the Authority.

### **Appendix C – Pricing Schedule**

### To be completed by the Bidder and uploaded in the Commercial Envelope.

### **Appendix D – Service 1 and Service 2 Contract Order Form**

### The Terms and Conditions of the contract.

# FURTHER COMPETITION TIMETABLE

## The timetable for this Further Competition is set out in Table 2 below.

## This timetable may be changed by the Authority at any time. The Bidder will be informed if changes to this timetable are necessary.

## *Table 2: Further Competition Timetable*

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| Issue Further Competition Invitation | 20-Oct-20 |
| Further Competition Invitation Clarification period starts | 20-Oct-20 |
| **Further Competition Invitation Clarifications Deadline** | **30-Oct-20 17:00** |
| Deadline for the publication of responses to Further Competition Invitation Clarification questions | 02-Nov-20 17:00 |
| **Tender Submission Deadline**  | **06-Nov-20 12:00 Noon** |
| Evaluation complete and contract award announced | By 20-Nov-20 |
| Contract signatures | By 27-Nov-20 |
| Contract start date | 30-Nov-20 |

# questions AND CLARIFICATIONS

## Bidders may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Further Competition Invitation Clarifications Deadline.

## Clarifications in relation to this Further Competition, including the Contract terms and conditions, must be submitted electronically via Bravo, the Authority’s electronic tendering tool. Under no circumstances should any clarifications be raised directly with the Authority or by any other method.

## The Authority will not enter exclusive discussions regarding the requirements of this Further Competition with Bidders.

## To ensure that all Bidders have equal access to information regarding this Further Competition, the Authority will publish all its responses to clarification questions raised by Bidders on an anonymous basis.

## Responses will be published in a Questions and Answers document to all Bidders via Bravo.

# Price

## Bidders are required to provide a fully costed proposal for the provision of the Solar PV requirement using the Pricing Schedules contained in the Commercial Envelope.

## All prices submitted are to remain fixed for the period of the Contract.

# Submitting a tender

## A Tender must remain valid and capable of acceptance by the Authority for a period of 90 working days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

7.2The Authority is using its electronic tendering tool Bravo for this procurement which means the Further Competition Invitation is available only in electronic form.

7.3 Bidders:

i) should read these instructions carefully before submitting their Tender. Bidders are responsible for ensuring they have submitted a complete and accurate Tender and that numbers quoted are arithmetically correct;

 ii) must provide all the information asked for in the format and in the order specified;

 iii) must complete their Tender in English;

iv) must ensure that their Bravo registration directly relates to the part of their organisation that submits the Tender;

v) should try to avoid submitting their Tenders in the last minutes before the Tender Submission Deadline in case there are connection problems which may mean the deadline is missed;

vi) when using Bravo save progress frequently because, for security reasons, access to Bravo will 'time out' if inactive for circa 15 minutes (note: typing does not mean you are active on Bravo);

vii) ensure that 'pop ups' are not blocked on the browser because Bravo will issue notifications via 'pop ups';

viii) ensure Tenders are “submitted” when complete because they will not be visible to the Authority if not;

ix) not use the 'Back' or 'Forward' buttons on the browser because work could be lost. Use the links in Bravo to navigate through the Tender;

x) should allow sufficient time to submit their Tender, allowing time for a final check to be undertaken prior to the Tender Submission Deadline because it is not possible to upload any further information afterwards. IT problems with Bidders’ systems will not be considered reasonable grounds for late submission; and

xi) may submit, modify and resubmit Tenders in Bravo at any time prior to the Tender Submission Deadline but Tenders cannot be modified after the Tender Submission Deadline.

7.4 Unless otherwise stated in the Further Competition Invitation or in writing by the Authority, all communications between the Authority and Bidders (including their sub-contractors, consultants and advisers) during the procurement must be made using Bravo. The Authority will not respond to communications by any other means and Bidders should not rely on communications from the Authority unless they are made through Bravo.

7.5 Bidders must provide full contact details of a person whom the Authority may contact in relation to this procurement. This person should be able to answer questions regarding the Tender and act on behalf of the Bidder.

7.6 If the Authority changes the settings and questions area of a live procurement, Bidders may receive a message in Bravo informing them of the changes. Usually this will not mean Bidders have to re-enter their responses but sometimes they may have to.

7.7 Where a consortium is submitting a Tender, one of the organisations must be nominated as the lead supplier responsible for coordinating submission of the consortium’s Tender and corresponding with the Authority.

7.8 All Tenders must be received by the Authority by the Tender Submission Deadline shown in Table 2.

7.9 Tenders received after the Tender Submission Deadline may be rejected by the Authority. The decision whether to reject a Tender received after the Tender Submission Deadline is entirely at the Authority’s discretion.

7.10 Any queries regarding Bravo should be sent to the Authority’s Central Support Team (Mon – Fri 08:30 – 17:00) by calling 0845 0100 132 or by emailing: esourcing@justice.gov.uk.

7.11 Inputting Information

Bravo relies on the completion of 3 “envelopes” which will contain all the information the Authority requires to evaluate the Tenders. All information should be uploaded in accordance with the instructions into the relevant envelopes on Bravo.

7.12 The envelopes are:

1. The Qualification Envelope – this envelope contains mandatory information questions as further detailed in 8.2;
2. The Technical Envelope – this envelope contains Quality questions to which Bidders are required to provide responses;

iii) The Commercial Envelope – this envelope requires Bidders to provide a fully costed proposal for the provision of the Solar PV requirement using the Pricing Schedules contained in the Commercial Envelope.

7.13 Bidders should answer questions in the same order as they appear. If supporting information is required, Bidders should use the following naming convention and refer to the attachment in their response:

[Bidder name]- [Further Competition Invitation Question Number]

(e.g.: “Example Ltd - Q1.pdf”)

## 7.14 Bidders must ensure that their response to each evaluation question and/or sub-question adheres to the following mandatory requirements:

## adheres to specified question response limits;

## ensure that any attachments submitted to support their responses are created in Microsoft (MS) applications that can be read on MS Office Standard Edition 2003 for MS Word, MS Project, MS PowerPoint and VISIO or are in Adobe Reader 9.0;

1. ensure that any attachments created in MS Excel to support their Tender are submitted in MS Excel Version 2003 format only;
2. ensure that each attachment has an appropriate heading that follows the naming convention set out in paragraph 7.13 and clearly identifies the question to which it relates;
3. in the absence of an express requirement or express prohibition regarding the nature of attachments, only attach graphs, pictures, tables and certificates and these must be clearly identified within the text response with the document reference.

7.15 Tables, graphs and charts are allowed as part of Tenders and will not count as part of the allocated word/page limit. If they are embedded separately, they will not be evaluated.

7.16 Tenders must be submitted using Arial font size 12, in black typeface including where information is tabulated, except in illustrative screen shots, graphs and charts. Any text must still be legible when the document is viewed at 100%.

7.17 Whilst Bravo allows for large individual attachment sizes (max 50mb at a time), it is recommended that attachments are kept to a manageable size to ensure ease and speed of access. Bidders should only attach documents that the Authority has requested and should make sure that they are attached in the correct area.

7.18 Where a question requires the upload of a document, that document must be completed in the format specified within the question. Files submitted in any other format will not be evaluated.

7.19 Where applicable, responses must not exceed the pre-set margins and space allocation.

7.20 Bidders must answer the questions without reference to general marketing or promotional material. Publicity brochures will not be evaluated.

7.21 Bidders should not refer to responses given elsewhere but should repeat information if necessary.

7.22 All acronyms and abbreviations, if used, must be fully explained the first time that they are used in each individual question.

7.23 Responses to the Quality questions set out in Table 5 must not exceed the specified word count. Any part of a response that exceeds the word count will be disregarded and will not be evaluated.

7.24 Bidders can bid on more than one lot however a maximum of two lots will be awarded to any one Bidder to ensure there is regional coverage without excess travel/ transportation and an adequate and diverse supply of resources to complete the works in the timeframe. To be awarded more than one lot, Bidders must demonstrate in their response to Quality question 3 Programme (see Table 5) that they can deliver in the necessary timeframes.

If bidding on more than a single lot, please state in the Commercial Envelope which lots you are bidding for and your choice of lot preferences in the event that you are awarded 1) a single lot  - Lot: [ select 1 of the 7 lots ] 2) 2 lots – Preference 1: Lot [select 2 of the 7 lots].

 If you have bid on more than two lots please rank in order of preference: Preference 1: [\_\_\_], Preference 2: [\_\_\_], Preference 3: [\_\_] Preference 4 etc. The Authority does not guarantee that a successful Bidder will be awarded a lot/s in accordance with their preferences.

# tender EVALUATION

## Price/Quality Weightings

The Authority will be applying the Price/Quality weightings as set out in Table 3.

*Table 3: Price/Quality Weightings*

|  |  |
| --- | --- |
| **Criteria**  | **Weighting**  |
| Mandatory compliance | pass/fail |
| Technical Response (Quality) | 70% |
| Commercial Response (Price) | 30% |

## **The Qualification Envelope**

### This envelope contains mandatory questions to which Bidders must respond. Whilst this section is not scored, Bidders who answer “no” to any of the questions shall be excluded from the Further Competition.

### The Authority may take account of information in the public domain in addition to information provided in the Tender. The Authority may contact the Bidder to clarify such information.

### The questions in the Qualification Envelope fall under the following headings:

### **Security Policy**

### Bidders must confirm that they have read and accept the Authority’s Security Policy, or their Tender will not be evaluated.

**Economic and Financial Standing**

### Bidders are asked to confirm that their financial standing has not deteriorated since being awarded a position on the CCS RM3824 Framework and that their responses to the RM3824 Financial Assessment are reflective of their current financial standing. If it is found that a Bidder’s response is untruthful or misrepresentative, the Authority reserves the right to exclude the Bidder from the competition.

### **Insurance**

### This section allows Bidders to self-certify that they have or will have adequate insurance as required by the Authority. The Authority will exclude Bidders who cannot meet the insurance requirements. Insurance requirements of the Authority for this Further Competition are as per those required under the RM3824 Framework.

###  In addition, the Authority also requires that Bidders have or will have if awarded a Contract the following:

### Contractors’ All Risks (CAR) insurance of not less than five million pounds (£5,000,000).

### **Cyber Essentials**

### Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in Government contracts. Information, systems, equipment and processes must be protected, and Government suppliers must provide an appropriate level of security. If Bidders answer ‘no’ to either of the questions they will be excluded from the procurement.

## **The Technical Envelope – Qualitative Scoring Methodology**

### Bidders who successfully pass the Qualification Envelope stage will next be evaluated against the Technical Envelope criteria. The technical envelope is worth 70% of the overall score.The Technical Envelope Criteria evaluates the technical ability of the Bidder to successfully carry out the proposed project. The Technical Envelope will be evaluated and independently scored by a panel of subject experts, using the scoring scale set out below.

### *Table 4: Marking Scheme*

|  |  |
| --- | --- |
| **Score** | **Criteria** |
| 0 | No response received to question. |
| 1 | Unacceptable - answer received but complete failure to grasp our requirements and does not in any way answer the question. |
| 2 | Very Weak - answer received but almost unacceptable in that the response content is so poor it does not answer the question. |
| 3 | Weak - answer received, but the content quality is so vague that it barely answers the question. |
| 4 | Poor - answer received, but the content quality is poorly detailed in that it still does not fully answer the question. |
| 5 | Adequate - answer received and does meet our minimum requirements. The response demonstrates a broad understanding of and compliance with object of the question, is generic in nature and has no detailed information. |
| 6 | Acceptable - answer received and does meet our minimum requirements. The response demonstrates a broad understanding of and compliance with the object of the question, generic in most areas with only a small amount of detailed information for most areas. |
| 7 | Good - answer received and does meet our minimum requirements. The response demonstrates a good understanding of and compliance with the object of the question, generic in some areas with a reasonable amount of detailed specialised information for all areas. |
| 8 | Very good - answer received and does meet our minimum requirements. The response demonstrates a very good understanding of and compliance with the object of the question with substantial detailed information but not for all of the areas. |
| 9 | Outstanding - answer received and does meet our minimum requirements. The response demonstrates an outstanding understanding of and compliance with the object of the question. Response in all areas is substantial but a little ambiguous in some areas. |
| 10 | Exceptional - answer received and does meet our minimum requirements. The response demonstrates an exceptional understanding of and compliance with the object of the question. Response is comprehensive and unambiguous. |

### *8.3.2* Bidders are required to provide responses to the Quality questions set out in Table 5 by uploading responses in the Technical Envelope.

 *Table 5: Technical Envelope - Quality questions and weightings*

|  |
| --- |
| **Quality Questions and Weightings** |
| **Section Weighting 70%** |
| **Question ref** | **Question**  | **Question Weighting** |
| **Q1** | **Team structure and supply chain**Explain how you will structure your team to support multiple project sites and deliver cost effective and high-quality solutions particularly given the high volume of work and tight timeframes.Your response should directly address and expand upon the following points:* Structure of your management team with names, roles and responsibilities;
* Allocating suitably qualified staff to manage various aspects or projects;
* Managing procurement of materials and subcontractors to gain efficiencies over multiple projects;
* Management of potential shortages in the supply chain; and
* Resource model including details of your “in house” or subcontract supply chain.

**Maximum response 500 words** | 15 points |
|
|
|
|
| **Q2** | **Methodology**Demonstrate a clear process that will be followed from appointment to practical completion to achieve successful project outcomes. Your answer should directly address and expand upon the following points:* Explain how you will collaborate and develop site specific proposals for each site and progress it to a level of certainty to provide an agreed solution for delivery;
* The process you will undertake to validate and deliver the proposal, detailing the stages and the interactions with the Contracting Authority;
* The areas you would prioritise to achieve a positive outcome;
* How you liaise with the DNO and building control (where applicable) to achieve a positive programme relationship;
* Manage Contracting Authorities expectations where a positive proposal cannot be realised;
* Minimising disruption but where unavoidable providing adequate notice and plans for disruption to prison/ courts and tribunals day to day operations; and
* Government Soft Landings.

**Maximum response 500 words** | 15 points |
| **Q3** | **Programme**Given the tight timeframes, explain how you will manage expectations for delivery of the site/s by March 2021 and what risks you have identified and how you will manage these. Provide a draft programme detailing the stages including preparing a proposal, approvals and delivery.**Maximum response 500 words** | 20 points |
| **Q4** | **Health and Safety**Projects and programmes of work will be undertaken in the following working conditions: * Whilst areas remain in use by the prison and courts and tribunals service, public, staff, visitors and occupiers;
* in the case of courts and tribunals buildings, in confined inner city areas that may have restricted site access and busy public interfaces, and working at roof level; and
* in the case of prisons, working nearby or within secure areas.

With reference to these scenarios, please explain what steps you would take, prior to starting and during site works, to ensure a safe working environment for all involved. Your answer should explain how you would comply with CDM2015 where applicable, H&S Executive guidance and other relevant legislation and expand upon the following points.* Security and protection for the site, works, operatives, visitors and general public;
* Planning and managing the phasing of site works considering the ongoing occupancy/use of parts of the building/site during the works;
* Managing your deliveries, site transport and works movements;
* Duties in relation to the Control of Asbestos Regulations;
* How you would manage communication with the public/site users including procedures related to potential confrontation;
* Emergency procedures including the raising of fire alarms and management of escape routes; and
* Providing a covid-19 safe working environment in accordance with Government guidelines.

**Maximum response 500 words** | 15 points |
| **Q5** | **Sustainability**Describe the measures that will be implemented to reduce the following during all phases of the project (from design, manufacture, transport, construction, operation/ maintenance and end of life dismantling/ demolition):* Energy and water use;
* Carbon emissions (e.g. through reduced transportation);
* Waste production/recycling (e.g. packaging); and
* Materials (e.g. through the use of recycled materials, alternatives to concrete, selection of PV panels).

For each lot you are bidding on please state your base location(s) (office, warehouses etc.) for that region and how you will manage and minimize transportation and travel during the project.Your answer should also include details of any accreditations in respect of quality, responsible sourcing and environmental management systems (such as the Microgeneration Certification Scheme, ISO 14001, BS 8555 etc.). Support your response/s with examples of successful implementation of these measures on previous projects. **Maximum response 500 words** | 15 points |
| **Q6** | **Previous experience**Provide two case studies comparable to the specification included in this tender that are of a similar nature and size to the projects in the lot you are bidding for.   Where possible, examples should include: * A similar volume of sites
* Fast tracked delivery
* Work in/ near secure areas
* Work in public buildings, operational buildings/ sites
* DNO approvals
* Work in confined inner-city sites

 For each case study provide the following: * copies of the detailed PV Generation proposal including site plan and panel layout
* the panel specification and details as to why this panel was chosen
* details of lessons learnt that could be implemented on this project

**Maximum response 500 words****3 x A3 drawings. Technical appendices are permitted.** | 20 points |
| **Total** |  | 100 points |
| **Ancillary Questions – for information only. The following questions are not evaluated or scored.** |
| **Question Ref** | **Question** |
| **A** | **Economic Benefits**Describe how your organisation would recruit, un-furlough or retain and support employees or other persons engaged or to be engaged in performance of the contract, and how you would monitor and measure this?Responses should set out how you will actively protect and create jobs in the performance of the contract, and how you will encourage your supply chains to do likewise.Your response should also address:1. how recruitment and retention will be measured and monitored throughout the performance of the contract;
2. how your recruitment practices/strategy and employment conditions attract good candidates, minimise turnover of staff and improve productivity;
3. your practices to retain talent or support people into work e.g. outlining any retraining or redeployment practices and processes;
4. offering opportunities for work experience or similar activities;
5. employment opportunities for protected characteristic groups;
6. encouraging persons from all backgrounds and circumstances.

**Maximum response 500 words** |
| **B** | **Economic Benefits**Describe any opportunities or plans your organisation has that will increase the proportion of your procurement spend with SMEs and/or VCSEs (Voluntary, Community and Social Enterprises)?Responses must provide a detailed explanation of:1. your organisation’s approach to managing your own subcontractors;
2. how you currently support SMEs;
3. any innovative or other approaches you will deploy in the performance of the contract that will support SMEs and VCSEs.

**Maximum response 500 words** |

## All tender responses will be formatted to the mandatory requirements set out in paragraphs 7.13 to 7.23. Any information provided which does not comply with the limits set out above may be discounted.

## Bidders should always provide their best possible answer for each question and should take note of any response requirements detailed within the question.

## Bidders should fully explain their answers and should provide evidence to support their responses where appropriate.

## Bidders shall not proceed to Technical evaluation if achieving a ‘Fail’ on any of the Qualification Envelope section mandatory Pass/Fail responses and will be excluded from the Further Competition.

## Scores awarded for each Quality question will be translated into a weighted score for each question using the weightings set out in Table 5 as follows:

# For a question weighted 20% = a/10\*20

# For a question weighted 15% = a/10\*15

# Where a = bidder’s score out of 10 for each question using the scoring criteria set out in Table 4.

# The total weighted score for this section equals the sum of the scores for each question \* 70%.

## **The Commercial Envelope - Price Evaluation Methodology**

### Bidders are required provide a fully costed proposal for the provision of the requirement using the Pricing Schedules at Appendix C.

### Bidders should complete the Pricing Schedules at Appendix Cand upload to the commercial envelope.

### All prices are to be fixed for the entire term of the contract.

### Price will be evaluated using the following methodology:

### The price each Tender is evaluated on will be the total as shown on the summary page of the pricing schedule which is the total of each tab as set out in the pricing schedule. The total is calculated based on the value that the Bidder has inserted against each item multiplied by the nominal quantities/units that have been inserted into the pricing document by the Authority. The nominal quantities/units are to assist with pricing and evaluation only and for the purpose of obtaining fixed rates. Bidders cannot amend the quantities/units. The Bidder submitting the lowest price (subject to it not being abnormally low or otherwise an incorrect or unrepresentative cost of the required activities) will receive full marks (100). The remaining Bidders’ scores will have marks deducted pro-rata of the amount that the price is higher than the lowest price.

# Schedule of rates cost model - score out of 100 = 100 - (b-a) / a

# Where:

# A = lowest price

# B = Bidder’s price

# The total score for this section equals the score \* 30%.

# For example:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder** |  | **Price** | **Score** | **Weighted Score** |
| 1 |  (lowest price) |    111,000.00  | 100 | 30 |
| 2 | =100-(120,000.00 - 111,000)/111,000 |    120,000.00  | 99.92 | 29.976 |
| 3 | =100-(150,000.00 - 111,000)/111,000 |    150,000.00  | 99.65 | 29.895 |
| 4 | =100-(117,000.00 - 111,000)/111,000 |    117,000.00  | 99.95 | 29.984 |

### An overall score for each Bidder’s Tender will be produced by combining the two weighted scores achieved by each Bidder for Quality and Price.

# CONTRACT AWARD

##  Once the total Price score and Quality score has been calculated for all compliant Tenders, these will be combined into a total overall score for each Tender.

## The Bidder with the highest total overall score will be selected for contract award as the Most Economically Advantageous Tender (MEAT).

## Together with the notification of the outcome of the procurement, all Bidders will be given a written debrief which will include: the Bidder’s total overall score broken down into scores received for each Quality question and Price; the name(s) and scores of the successful Bidder(s); and the characteristics and relative advantages of Tenders submitted by the successful Bidder(s).

# CONTRACT DURATION

## 10.1 The term of the contract shall be until 31st March 2022.

# Appendix A – Terms of the Further Competition

# INTRODUCTION

## These Terms of the Further Competition regulate the conduct of the Bidder and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.

## In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

# CONDUCT

1. The Bidder agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

## Contact during the Further Competition exercise and canvassing

1. The Bidder must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Bidder’s disqualification from this Further Competition.

## Collusive Behaviour

### The Bidder must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):

#### fix or adjust any element of the Tender by agreement or arrangement with any other person;

#### communicate with any person other than the Authority the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;

#### enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;

#### share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or

#### offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Bidder’s Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

### If the Bidder breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Bidder from further participation in the Further Competition.

### The Authority may require the Bidder to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

# COmpliance

1. The Bidder agrees that in cases where their Tender is deemed non-compliant when compared with the requirements set out within the Further Competition Invitation (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

# RIGHT TO CANCEL OR VARY THE Further Competition

## The Authority reserves the right:

### to amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

### to vary any timetable or deadlines set out in the Further Competition Invitation;

### not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and

### cancel all or part of the Further Competition at any stage at any time.

## The Bidder accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Bidder at all.