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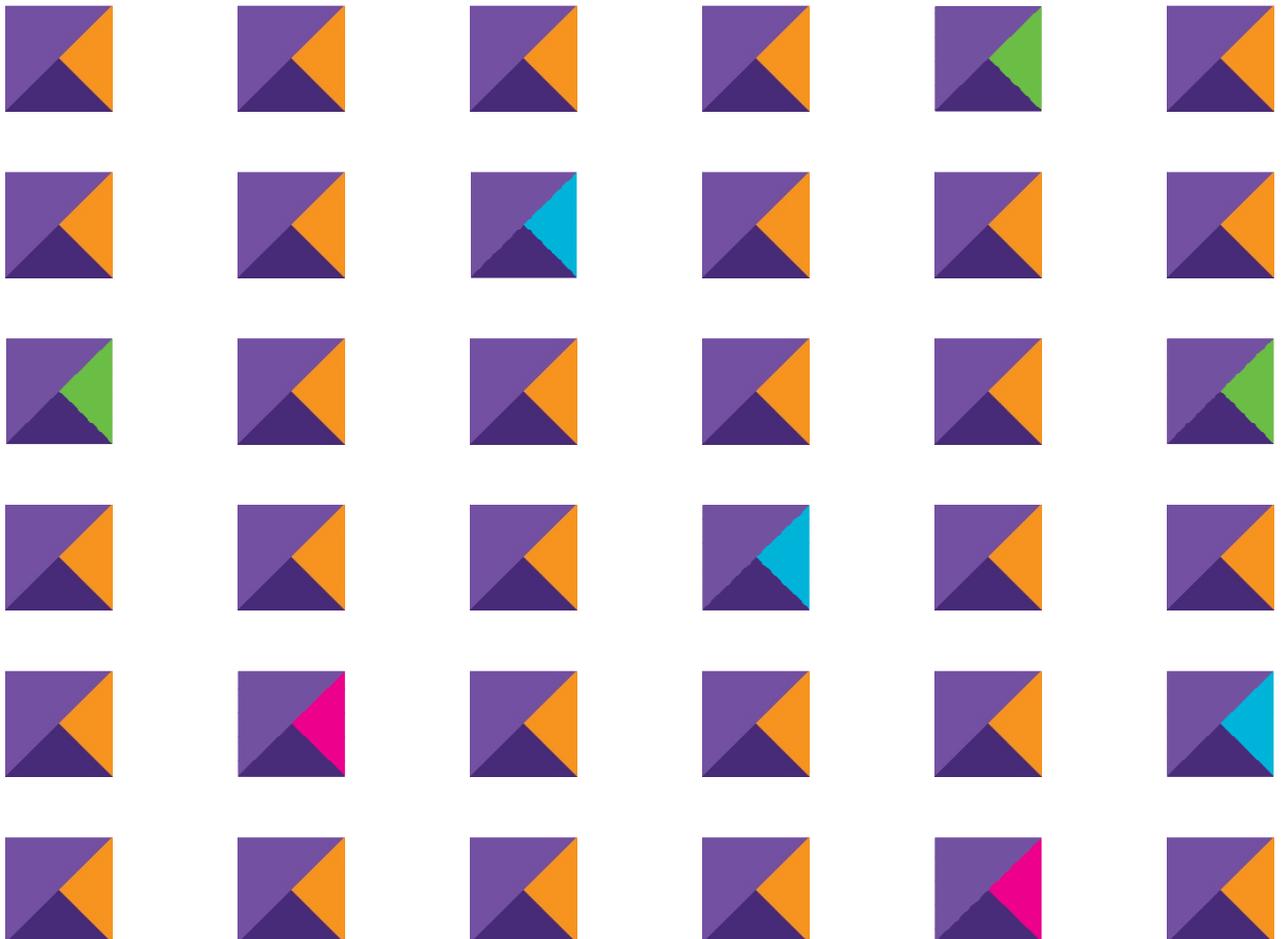
BUILDING CONSULTANCY

**INVITATION TO TENDER**

TENDER FOR EXTERNAL AND INTERNAL  
REFURBISHMENT SCHEME

OF

PORTFIELD COMMUNITY CENTRE, WORDSWORTH  
AVE, NEWPORT PAGNELL, MK16 8SB





**SUMMARY INFORMATION**

<b>ITEM</b>	<b>CONTRACT DETAILS</b>
Employer:	Newport Pagnell Town council
Contract Description:	<b>Portfields Community</b> require a Mechanical and Electrical Contractor to part design lighting schemes within the community centre.
Insurance Requirements:	Employer's Liability: £10,000,000 Public Liability: £5,000,000 Professional Indemnity Insurance: £1,000,000
Period of Contract:	<b>From 20 July 2020 to 28 August 2020.</b>
Submission instructions:	The completed tender <b>MUST</b> be submitted in accordance with this invitation to tender.
How to raise a tender question	Any queries must be raised before 11 May 2020.
Date and time for Tender return:	<b>No later than 3pm on 18 May 2020.</b>



### **TIMETABLE**

This timetable is indicative only. Please note Cube and Newport Pagnell Town Council reserve the right to change it at their discretion.

<b>Date</b>	<b>Action</b>
22/4/2020	Publish invitation to Tender
11/5/2020	Deadline for Tender Queries
18/5/2020	Tender return date
1/7/2020	Award Contract
10/7/2020	Contract Formalisation

### **SUBMISSION DOCUMENTS CHECKLIST FOR TENDERERS**

**PLEASE NOTE:** Failure to provide all of the items in the following checklist may cause your Tender to be non-compliant and rejected without being considered.

<b>No</b>	<b>Item</b>	<b>Included in Tender?</b>
1.	Pricing Schedules	Yes/No
2.	Form of Tender	Yes/No
3.	Questionnaire Responses	Yes/No

Documents forming the basis of the Invitation to Tender:

- Section 1 Project Information
- Section 2 Preliminaries
- Section 3 Materials and Workmanship.
- Section 4 Schedule of Work including Tender Summary
- Appendix 1 Form of Tender
- Appendix 2 Pre-Construction Information



## **Contents**

1. Introduction
2. Important Notices
3. Submission of Tenders
4. Selection/Award criteria

Schedule 1 – Evaluation Criteria

Schedule 2 – Qualitative Proposal

Schedule 3 – Commercial Pricing



## **1. INTRODUCTION**

- 1.1 You are invited to submit a tender (“the Tender”) for the above-mentioned contract (“the Contract”) in accordance with the Conditions of Contract as provided in the Tender Preliminaries.
- 1.2 The Contract awarded as a result of this ITT will apply to Portfields Community Centre.
- 1.3 Please read the information in this ITT carefully as it explains what you must do. Failure to complete the documentation as instructed may result in your Tender not being considered.
- 1.4 This document is Stage 1 of a single Stage tender process and as such we are seeking to identify capability, quality and competitive pricing.



## **2 IMPORTANT NOTICES**

### **2.1 No implied contract**

Newport Pagnell Town Council does not make any binding commitment to actual or potential tenderers (“Tenderers” or, where the context so requires “you”) or to any other party about its conduct of this procurement exercise, other than to abide by its statutory obligations and the express terms of this ITT. Neither the issue of this ITT nor any information presented in it or in relation to it should be regarded as a commitment or representation on the part of Newport Pagnell Town Council (or any other person) to enter into a contractual arrangement. By inviting an organisation to tender. Newport Pagnell Town Council is not making an offer to enter into contract for the supply of goods, services or works and does not bind itself to accept any offers it receives.

### **2.2 Acceptance of conditions**

2.2.1 Any Tenderers who participate in this procurement process shall be deemed to accept the condition set out in this ITT, any other statements, information or documents relating to or issued by Newport Pagnell Town Council and Cube Building Consultancy in connection with this ITT up to and including the date of contract award (“Tender Documents”) form the entire understanding between the parties about the conduct of the tender exercise and the provision of the goods, services or works under the contract.

2.2.2 Newport Pagnell Town Council will not accept any change to the terms of this ITT or the Conditions of Contract. In the event that any Tenderer submits a Tender or notice which seeks to change these conditions the purported change shall be void, even if Newport Pagnell Town Council considers the Tenderer’s completed application.



### 2.3 Communications, information and notices

2.3.1 Tenderers shall not, in connection with this procurement exercise, reply on any communication from Newport Pagnell Town Council. Tenderers shall not reply on any communication which is not in writing.

2.3.2 Information supplied by Newport Pagnell Town Council is subject to constant updating and amendment in the future and is necessarily selective and is supplied for general guidance in the preparation of applications. It does not purport to contain all of the information which Tenderers may require and Tenderers must satisfy themselves by their own investigations about the accuracy of such information.

2.3.3 Newport Pagnell Town Council has taken reasonable steps to ensure, as at the date of each document supplied by Newport Pagnell Town Council in connection with this procurement that the facts which are contained in or provided with each such document are true and accurate in all material respects. However, Newport Pagnell Town Council does not make any representation or warranty as to the accuracy or completeness of the documents, or the reasonableness of any assumptions on which they may be based. Newport Pagnell Town Council accepts no liability to Tenderers however arising, whether resulting from the use of the information provided, or from any omissions from or deficiencies in the information. As such, Newport Pagnell Town Council cannot accept responsibility for any inaccurate information obtained by Tenderers.

### 2.4 Amendments to the tender process

Newport Pagnell Town Council may at its sole discretion change any aspect of, or stop this tender process at any point and if it stops the process need not provide any Tenderers with the scores allocated in



any marking exercise already undertaken or the reasons for the allocation of those scores.

**2.5 Applicant's costs**

Newport Pagnell Town Council will not under any circumstances be liable to pay Tenderers for any costs incurred as a result of their participating in this tender process or in relation to any amendments or cancellation of this tender process.

**2.6 Contract documents and variant bids**

- 2.6.1 All responses and submissions provided by any Tenderer will form part of the Contract should the Tenderer be successful.
- 2.6.2 Tenders must not be qualified or accompanied by a statement that might be construed as rendering the Tender as equivocal. Only unqualified Tenders will be considered and Newport Pagnell Town Council reserves the right to, in its absolute discretion, to exclude any proposals with qualifications attached. The submission of an alternative Tender proposal will not be accepted by Newport Pagnell Town Council.
- 2.6.3 Newport Pagnell Town Council will not accept any variation to the terms of this ITT and in the event that any Tenderer submits any response which seeks to vary these conditions such purported variation shall be void, even if Newport Pagnell Town Council considers the proposal.
- 2.6.4 The completion and return of a Tender by a Tenderer by the date set will constitute an irrevocable offer by the Tenderer to provide the goods and services stipulated in the Tender Documents and the Conditions of Contract as detailed in Schedule 6. The written acceptance by or on behalf of Newport Pagnell Town Council of the Tenderer's submitted tender shall constitute a binding agreement between the



parties, in the manner set out in Conditions of Contract. The Tenderer's offer shall remain valid for a minimum period of 12 weeks from the submission date given above in the Summary. In submitting a Tender, the Tenderer undertakes that in the event of their Tender being accepted by Newport Pagnell Town Council they shall within 14 days of being requested to do so execute a form of contract consisting of the Conditions of Contract. Failure by the Tenderer to execute a formal contract within the time specified shall render the contract voidable at the option of Newport Pagnell Town Council.

2.6.5 Newport Pagnell Town Council reserves the right to request (at its absolute discretion) a Parent Company Guarantee from the Tenderer.

## 2.7 Warranties

In submitting a Tender the Tenderer warrants, undertakes and represents to Newport Pagnell Town Council that:

2.7.1 all information, representation and other matters of fact communicated (whether in writing or otherwise) to Newport Pagnell Town Council. its staff or agents, at any stage of this tender process in connection with or arising out of the Tender are true, complete and accurate in all respect, both as at the date communicated and as the date of Tender and that they will update Newport Pagnell Town Council of any changes;

2.7.2 they have made their own investigations and research and have satisfied themselves in respect of all matters (whether actual or contingent) relating to the Tender and that they have not submitted the Tender and will not be entering into the Contract in reliance upon any information, representation nor assumption which may have been made by or on behalf of Newport Pagnell Town Council.



2.7.3 they have full power and authority to enter into the Contract and to perform the obligations specified in the Contract and will, if requested produce evidence of such to Newport Pagnell Town Council.

2.7.4 they are of sound financial standing and have and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Contract and the ITT.



### **3 SUBMISSION OF TENDERS**

- 3.1 If having read this document you decide to submit a tender, please complete and submit all documentation within the required timescales. If you decide not to submit a tender, please notify Cube at your earliest opportunity.
- 3.2 A provisional tender timetable is given above. Tenderers are advised to submit their proposal in adequate time before submission deadlines. Late tenders will not be considered, whatever the cause of the delay.
- 3.3 Clarification questions should only be submitted to Cube no later than 11 May 2020.
- 3.4 As a consequence of the current Covid-19 situation and the need to comply with government guidance all tenders are to be returned by email to [info@cubebuildingcosultancy.com](mailto:info@cubebuildingcosultancy.com) by 3pm on 18 May 2020 using the Form of Tender and in accordance with the enclosed Invitation to Tender. The email submission should also be cc'd to [TownClerk@newport-pagnell.org.uk](mailto:TownClerk@newport-pagnell.org.uk). In the circumstances no hard copy submissions will be accepted as offices are not manned.
- 3.5 Tender responses to the ITT must be submitted in accordance with the instructions and conditions of this ITT. Tenders which are not complying with these instructions may be rejected by Newport Pagnell Town Council at its absolute discretion.
- 3.6 Tenderers must complete all parts of the tender response documentation. Where a question is not applicable to the Tenderer, this should be clearly stated and an explanation provided.
- 3.7 To avoid confusion please repeat information in the event that the answer is similar to another question rather than referring to an earlier answer.
- 3.8 Only one Tender is permitted from each Tenderer and tenders must be submitted for the whole of the goods and services as detailed in the Specification.
- 3.9 Newport Pagnell Town Council may at its absolute discretion, extend



the closing date and time specified in the ITT and any extension granted will apply to all Tenderers.

- 3.10 By submitting a tender, the Tenderer warrants that the person so doing is authorised to commit the Tenderer for the Contract.
- 3.11 Newport Pagnell Town Council reserves the right to issue supplementary documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 3.12 Please ensure that your responses to any request for a response are submitted.



#### **4 Selection/Award Criteria**

- 4.1 It is anticipated that the Tenders will be evaluated by the Newport Pagnell Town Council Committee together with representatives from related consultancies acting on their behalf.
- 4.2 Each qualitative question will be marked in isolation by each member of the Tender Panel. The marking will be collated then an average score applied.
- 4.3 The Tender Panel will use a comprehensive set of evaluation criteria to identify the most economically advantageous Tender.
- 4.4 Newport Pagnell Town Council does not undertake to accept the lowest tender and reserves the right to not accept any tender. Newport Pagnell Town Council may at its discretion seek clarification from a Tenderer to assist in its evaluation and in order to determine if a Tender is valid.



## **SCHEDULE 1 - EVALUATION CRITERIA**



A marking system will be applied consistently to all submissions and is weighted overall on the basis of a Quality/competency Submission and Pricing assessment. Please review the individual schedule for details of the weighting applied to different sections and the marking scheme.

**40% Written Qualitative/Competency – Schedule 2**

**60% Commercial Pricing – Schedule 3**



## **SCHEDULE 2 - WRITTEN QUALITATIVE/COMPETENCY (40%)**

	<b>Points</b>
<b>Section 1 – Organisational Information</b>	
<b>Section 2 – Evaluation of Technical</b>	<b>[40]</b>
<b>Round 1 – Headline (Show Stopper)</b>	<b>5</b>
<b>Round 2 – Contract Specific</b>	<b>30</b>
<b>Round 3 – Financial</b>	<b>5</b>
<b>Section 3 – Business</b>	
<b>Section 4 – References</b>	
<b>Section 5 – Policies</b>	

**Portfields Community Centre  
Stage 1 Tender  
Invitation to Tender**



**SECTION 1: Organisational Information**

Name of the organisation in whose name the tender would be submitted:	
Contact name for enquiries about the bid:	
Contact Position (Job Title):	
Address:  Post Code:	
Telephone Number:	
Fax Number:	
Email Address:	
Website Address (if any):	
Company Registration number (if this applies):	
Charity or Housing Association or other Registration number (if this applies). Please specify registration body:	
Date of Registration:	
Registration Address if different from above:  Post Code:	
VAT Registration number (if applicable)	

**Portfields Community Centre  
Stage 1 Tender  
Invitation to Tender**



Is your organisation:

(please tick **one**)

i) a public limited company?	
ii) a limited company	
iii) a partnership	
iv) a sole trader	
v) other (please specify)	
Name of (ultimate) parent company (if this applies):	
Companies House Registration Number of parent company (if this applies):	



**SECTION 2: Evaluation Of Technical (40 points)**

Please note that failure to provide a satisfactory response to any of the questions may result in Newport Pagnell Council not proceeding further with this application.

The information supplied by the bidder will be checked initially for completeness and compliance before responses are evaluated.

**Evaluation methodology**

Section 2 is in rounds. You need to qualify at each round before you can go to the next. This is because we want you to demonstrate that you are an appropriate choice of contractor to successfully deliver the Contract Works.

Round 1 - Mandatory headline, or 'show-stopper', questions (minimum requirements for this contract)	These require a tick of either 'yes' or a 'no'. This will be marked on a pass or fail basis	5
Round 2 - Contract-specific questions (marked according to 0-5 scoring scale below)	<p>You need to demonstrate to the council's evaluation panel that you have:</p> <ul style="list-style-type: none"> <li>• technical expertise and experience and professional ability for the opportunity you are pursuing by giving examples;</li> <li>• sufficient administrative and staff resources within your organisation for this opportunity;</li> <li>• appropriate internal employment procedures, including ethical practices within your organisation;</li> <li>• relevant professional training in place for staff, and/or accreditations as required;</li> <li>• appropriate insurance, policies, procedures and systems in place and are legally compliant.</li> <li>• Provided a suitable method statement;</li> </ul>	30
Round 3 - Financial		5

Most questions require a tick in the 'yes' or 'no' box. If you tick 'no' to any of the answers, you may be asked to give a brief explanation or be required to provide certain information within an agreed timescale.



**Round 1: Headline ('Show-Stopper') Questions (5 points)**

Please answer 'Yes' or 'No' to the questions below. **If you answer 'no' to any question then this means that your organisation is not ready to bid for the contract, and you cannot go any further.**

2.1.1 Do you have experience of delivering similar types of works (2 points)

Yes  No

2.1.2 Are you able to confirm that your organisation has not been subject to any formal Prohibition or Improvement Notices from the Health and Safety Executive in the last 3 years? (2 points)

Yes  No

2.1.3 Are you able to send and receive communications in an electronic format and be able to access information data, from a remote internet portal or the like? (1 point)

Yes  No



**Round 2: Contract Specific Questions (30 points)**

Your answers will be marked on the following 0-5 scale and with the total for this round being pro rata against the 30 points available:

- 0) There is no response to the question
- 1) An attempt has been made to respond, but has not met minimum requirements / experience (has not covered any essential points)
- 2) The response / experience has partially met minimum requirements (has covered some essential points)
- 3) The response / experience has met minimum requirements (has covered all essential points, may have included clear examples)
- 4) The response / experience has exceeded minimum requirements (covered more than the essential points, gave clear examples)
- 5) The response / experience has added significant value. Examples are given which clearly illustrate this (covered more than the essential points, gave clear thorough examples that evidence where value has been added)

**QUESTIONS (2.2.1 – 2.2.6)**

2.2.1 Please provide examples of similar works carried out in the locality of Newport Pagnell, Milton Keynes or surrounding areas. Location/size/value/duration/date.

2.2.2 Please provide contact details for references above

2.2.3 Please provide examples, if difference from the above, where you have worked for a local authority?

2.2.4 Please provide suitable method statements for carrying out the works to completion.

2.2.5 Please provide a statement to convey your ability to deliver the required works against your programme.



2.2.6 Provide a programme showing your time requirement to complete the works. Duration of programme will be a key item for the Council. Liquidated & Ascertained Damages will be £1200 per week.

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**Round 3: Financial (5 points)**

Please provide the previous three years' financial details in the form of audited financial statements including but not limited to copies of balance sheets, profit and loss accounts, notes to the accounts, auditor's comments and or claims/litigation.

<b>2.3</b>	<b>Financial information</b>			
2.3.1	What was your turnover in the last three years?	£            for the year ended /        /	£            for the year ended /        /	£            for the year ended /        /
2.3.2	What was your gross profit in the last three years?	£            for the year ended /        /	£            for the year ended /        /	£            for the year ended /        /

Newport Pagnell Town Council requires your organisation to be financially stable before awarding any contract. Any bidder can be disqualified on this basis at any point until the contract is fully signed.

Should the anticipated works package value exceed 50% of your Companies annual turnover your company will not be invited to tender for this works package.



**SECTION 3: Business**

Do any of the following statements apply to your organisation, or to any of the directors, partners or owners?		
3.1	In a state of bankruptcy, insolvency, compulsory winding up or receivership, or has arrangements with creditors	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.2	Been convicted of a criminal offence related to business or professional conduct	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.3	Committed an act of serious misconduct in the course of business	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.4	Not met responsibilities related to paying social security contributions	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.5	Not met responsibilities related to paying taxes	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.6	Guilty of serious misrepresentation in supplying information	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.7	Had any fines or charges levied by the Health and Safety Executive	Yes <input type="checkbox"/> No <input type="checkbox"/>
	If the answer to any of these is <b>'Yes'</b> , please give brief details below, including what has been done to put things right:	
3.8	<p>Does any person connected with your organisation (or any of the organisations who you will be working with) have an associated person who is employed by us or has been employed within the last three years?</p> <p>For the purposes of this question, an 'associated person' is any person who is employed by, works for, or otherwise provides services on a full-time or part-time basis to or on behalf of the council (or associated body) whether:</p> <ul style="list-style-type: none"> <li>• under a permanent or fixed contract of employment with the council;</li> <li>• through an agency contract with an employment agency; or</li> <li>• as a consultant or contractor through a contract for services with the council.</li> </ul> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please give details</p>	



**SECTION 4: References**

4	Please provide details of three recent contracts that are relevant to our requirement. If you cannot provide these, please explain why. Please note that it is your responsibility to contact referees to make sure that their contact details are correct and that they are available and willing to provide a reference. <b>We may take up references at any stage.</b>			
		Reference 1	Reference 2	Reference 3
4.1	Name of Organisation			
4.2	Contact name and phone number			
4.3	Email address			
4.4	Contract description			
4.5	Date the contract was awarded and the contract period			
4.6	Value			
4.7	Have you had any contracts ended for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority?	Yes <input type="checkbox"/> No <input type="checkbox"/>		
4.8	If 'Yes', please give details:			



**SECTION 5: Policies**

		<b>Insurance</b>
	<p>Please provide details of your current insurance cover. Minimum levels required:</p> <p><b>Employers Liability</b> insurance of <b>£10million</b></p> <p><b>Public Liability</b> insurance of <b>£5million</b></p> <p><b>Professional Indemnity Insurance of £1million</b></p>	Value
5.1	Employer's Liability - Confirm amount in place	£
5.2	Public Liability - Confirm amount in place	£
5.3	Professional Indemnity	£
5.4	Other (please give details)	£
5.5	In the case of inadequate cover, would you be willing to increase your insurance	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Health and Safety</b>		
You should be in a position to confirm that your Company fulfils one (or more) of the statements below (Tick which applies):		
5.6 (a)	Your Company has less than five employees (you will be required to provide information listed under paragraph 5.6 (b) below to demonstrate your competency, depending on the level of risk within the service to be provided); or	<input type="checkbox"/>



5.6 (b)	<p>Your Company has a <b>Health and Safety Policy</b> as required by Section 2(3) of the Health and Safety at Work etc. Act 1974. The policy will withstand evaluation against the following criteria: Organisational Responsibilities and Arrangements for Safety for the type of work intended, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. risk assessment procedures;</li> <li>b. safe working systems / methods;</li> <li>c. procedure for monitoring the implementation and effectiveness of your health and safety policy;</li> <li>d. provision of relevant, competent health and safety advice;</li> <li>e. procedure for dealing with emergencies;</li> <li>f. procedure for reporting and investigating accidents and dangerous occurrences;</li> <li>g. provision of information, instruction, supervision and training.</li> </ul> <p>A copy of the policy statement of intent alone will not be sufficient. You will be asked to provide sample risk assessments / method statements / safe systems of work / training records relevant to the type of work to be carried out in this specific contract.</p>	<input type="checkbox"/>
Have you had any of the following in the last three years?		
5.7 (a)	<p>Enforcement action by HSE / local and other enforcing authorities (i.e. prosecution or issue of Improvement or Prohibition Notices) taken against your company. If yes, you will need to provide this at a later stage.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.7 (b)	<p>Reportable accidents, dangerous occurrences and notifiable diseases record. If yes, you will need to provide this at a later stage.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>



<b>Environmental Management</b>	
5.8	<p>Does your organisation or a part of it operate under an environmental management system (including those not currently verified/certified)?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If <b>'Yes'</b>, please provide details:</p>
5.9	<p>Is your organisation or any part of it certified to ISO 14001 (or please advise if you have an equivalent standard for environmental management) by a UKAS-accredited certification body?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If <b>'Yes'</b>, please provide details (or the equivalent standard):</p>
5.10	<p>Does your organisation carry out any forms of environmental monitoring, auditing or control?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
5.11	<p>Does your organisation have an environmental policy?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
5.12	<p>Has your organisation been prosecuted under any environmental legislation in the past 3 years?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If <b>'Yes'</b>, please provide details:</p>



## **SCHEDULE 3 – COMMERCIAL PRICING (60%)**

**Portfields Community Centre  
Stage 1 Tender  
Invitation to Tender**



For all commercial submissions, where the pricing proposed is considered to be abnormally low Newport Pagnell Town Council reserves the right to reject the tender.

Newport Pagnell Town Council reserves the right to ask tenderers to clarify elements of their commercial submissions as necessary to ensure that it is able to evaluate submissions on a like for like basis.

The lowest average or singular price cost or percentage submitted for the tender sum will be awarded the full score available. The bidders will then be scored based on the following standard deviation formula: lowest bidder's price / Bidder's price \*(points available)= Bidders price score

Example:-

Bidder A = £20 ~ 100 points available ~ score = 100

Bidder B = £25 ~ 100 points available ~ score = 80

The total overall points achieved out of the total available will then be calculated and applied to a weighting score out of 60% which will then be carried forward to the overall tender evaluation score.

Example:-

Bidder A = 100 points achieved out of 100 available = 60%  
commercial weighting score

Bidder B = 80 points achieved out of 100 available = 48%  
commercial weighting score

All prices submitted must be inclusive of all costs relating to the service in accordance with the specification.

All prices are deemed to be ex VAT

All pricing must be submitted where required. Newport Pagnell Town Council reserves the right to reject any deemed incomplete commercial submission from a tenderer

It is the intention of Newport Pagnell Town Council that where applicable the pricing information provided by tenderers will be established as pricing caps.