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| Contract for: Mary Arches Street M.S.C.P. – Design and Installation of 2 nr. passenger lifts |

INVITATION TO TENDER (ITT)

Instructions and Conditions of Tender

**If you would like this information in another format please email** [**cpabids@exeter.gov.uk**](mailto:cpabids@exeter.gov.uk)

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| **Information and Instructions** |

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## Section 1 - About the Procurement Process



## Procurement Procedure

* + 1. One-stage Tender process below the OJEU Threshold (Works).
    2. The Authority is issuing this Invitation to Tender (ITT) and is inviting expressions of interest and Bids from Applicants. The procurement process that the Authority has selected is the Open Procedure in line with the Public Contracts Regulations 2015, which means that all Applicants that submit a Bid shall be evaluated in accordance with the Selection / Award criteria and process outlined within the tender document and the information provided by the Applicant in their tender submission shall be used by the Authority as the means to make a Contract award decision.

## Instructions for Completion

* + 1. All responses must be written in English and costs submitted are to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the tender Document.
    2. Where details are provided by the Applicant in literature that they submit in connection with the response, they must ensure that clear cross-references are given to the Council.
    3. The following documents must be completed, signed and returned with the tender:
* As detailed within the tender declaration
  + 1. Any information relating to the Council and supplied by the Council shall be kept by the Applicant in strictest confidence.
    2. Applicants are advised that the Council is not bound to accept the lowest tender submitted, nor to reimburse any expense incurred during the process.

## Clarification Process

* + 1. All clarification enquiries should be directed to the Authorised Representative shown below and by no later than the date indicated in the Procurement Timetable detailed elsewhere in this document.
    2. Applicants are advised that where such enquiries have been made, and it is appropriate to do so, the Council will provide access to all Applicants and interested parties a copy of the Clarification and the written reply, with anonymity preserved.
    3. The process for providing updates on Clarification will be via publishing updates via Contracts Finder. In addition Applicants and interested parties are asked to provide their contact details to [cpabids@exeter.gov.uk](mailto:cpabids@exeter.gov.uk) whereby the Council will endeavour to provide relevant updates to the contact point provided.

## Authority Representatives

* + 1. No person in the Authority’s employ or other agent, except as so authorised by the Authority Authorised Representative, has any authority to make any representation or explanation to Applicants as to the meaning of the Contract or any other document or as to anything to be done or not to be done by Applicants or the **successful** Applicant or as to these instructions or as to any other matter or thing so as to bind the Authority.

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| **Authority Authorised Representative contact details:** |
| Jonathan Fellows– Property Cost Consultant – Corporate Property  Email: cpabids@exeter.gov.uk |

## Format of Response / Submission

* + 1. The response must be delivered by no later than the time and date stated within the tender documents, and submitted to cpabids@exeter.gov.uk
    2. When submitting your response, please be aware of the speed of your Internet connection, your system configuration and general web traffic that may impact on the time required to complete the transaction. Loading and submitting of the tender must be completed by the final submission time.

## Validity Period

* + 1. The Tender response must remain valid for acceptance for a period of 90 days from the return date.

## Procurement Timetable

* + 1. This procurement will follow a clear, structured and transparent process, to ensure that all Applicants are treated equally. The key dates for this procurement are anticipated to be as follows:

|  |  |  |
| --- | --- | --- |
| **Procurement Stage** | **Applicable to** | **Dates** |
| Publication of advertisement | All tender documents | 6.02.2019 |
| Documents issued / available to Applicants | All tender documents | 6.02.2019 |
| Latest date for Clarification questions to be submitted by | All tender documents | 8.03.2019 |
| Clarification responses to be issued by | All tender documents | 15.03.2019 |
| Bid Deadline | All tender documents | 29.03.2019 |
| Evaluation | All tender documents | 12.04.2019 |
| Notification of Contract award | All tender documents | 15.04.2019 |
| Standstill Period (starts) | All tender documents | 15.04.2019 |
| Standstill Period (ends) | All tender documents | 25.04.2019 |
| Contract start | All tender documents | T.B.A |

* + 1. The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

## Eligible Users

* + 1. The Council is not procuring on behalf of any other users, and therefore this section as “Not Applicable”

## Evaluation Approach

* + 1. Bids will be evaluated in two parts:
* Selection
* Award
  + 1. The Council will first evaluate is the Selection Questionnaire (SQ) response (if applicable). Applicants not satisfying the elements of the SQ will be excluded from the remainder of the process and their bid shall not be considered further. Applicants who satisfy the SQ stage (if applicable) will have the remainder of their bid evaluated in accordance with the Award Criteria.

## Selection Questionnaire

* + 1. Selection is the process by which the Authority is able to assess the suitability of the Applicant to undertake work on behalf of the Authority. The questions asked within Selection Questionnaire are compliant with Regulation 57 of the Public Contracts Regulations 2015.
    2. The Authority requires all Applicants to complete all sections of the Selection Questionnaire included within Volume Two (2) Applicant’s Offer and Schedule 3 Price Schedule in full and submit in accordance with the submission requirements outlined within this Volume One (1). Any Applicants who do not fully meet the requirements of or misrepresent any information or evidence provided in relation to Regulation 57 may be excluded from further consideration.
    3. The Applicant’s responses to the Selection questions should be succinct, concise and as brief as possible and self contained not referring to additional documents or other supporting statements.

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

* + 1. This standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
    2. A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2.
    3. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).
    4. Alternatively you can submit the completed Exclusion Grounds of the [EU ESPD](https://ec.europa.eu/tools/espd) (Part III) as a downloaded XML file as an appendix to your Submission.

**Supplier Selection Questions: Part 3**

* + 1. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.
    2. If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

* + 1. If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.
    2. The Authority proposes to use the following criteria to evaluate Selection Questionnaire submissions:

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Title** | **Type of Question** | **Weighting (%)** |
| Part 1 | Potential supplier information | Information only | Not evaluated and scored |
| Part 2 | Exclusion grounds (Mandatory and Grounds for discretionary exclusion) | Pass/fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| **NOTE ON EVALUATION:** Ideally the Authority would be seeking confirmation that the Contractor has not been or is not currently in breach of any of the Grounds for Exclusion. If Grounds for Exclusion have applied or currently apply, then the Authority would be seeking clarity on what measures have been put in place to self-cleanse as set out by the Regulations. Where Grounds for Exclusion previously applied or currently apply and suitable evidence and measures to self-cleanse cannot be demonstrated, this will be deemed a “fail”. Reference will be made to Crown Commercial Services Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 8/16, 9 September 2016 – Appendix C.  See: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/558531/PPN_8_16_StandardSQ_Template_v3.pdf> | | | |
| Part 3 Section 4 | Economic and financial standing | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| **NOTE ON EVALUATION:** The Authority will carry out a financial check on the Applicant. The financial check may occur as part of the procurement process or at contract award. The Authority reserves the right to use the services of an independent third party to assess the financial standing / appraisal.  If undertaking a credit check it shall yield a position of risk for the organisation. The Authority will obtain an Experian credit rating report of each organisation that submits a compliant Selection Questionnaire.  The credit rating scores (referred to as “Experian Scores”) will be evaluated as set out below and is a “Pass / Fail” question.   |  |  | | --- | --- | | **PASS / FAIL (demonstrated by Experian Score)** | **Description** | | FAIL | Very poor solvency, financial strength and economic standing of between 0 to 20 very high risk which is unacceptable to the Council | | Poor solvency, financial strength and economic standing demonstrated of between 21 to 40 above average risk which is unacceptable to the Council | | PASS | Acceptable solvency, financial strength and economic standing of between 41 to 60 average risk which is acceptable to the Council | | Good solvency, financial strength and economic standing demonstrated between 61 to 80 below average risk which is acceptable to the Council | | Excellent solvency, financial strength and economic standing of between 81 to 100 minimum risk which is acceptable to the Council |   If Experian Score is returned with a score of 41 or above, then the Applicant shall be deemed to have passed this element of the evaluation process.  If the Authority is unable to obtain a credit score or the credit score returned is 40 or below the Authority shall form a review of the Applicant’s accounts available from Companies House. If company accounts are not available then the Authority shall request the Applicant to submit the financial information as indicated by the Applicant’s response in Question 4.1 to verify the Applicant’s economic and financial standing. Using this evidence, the Authority will determine an Applicant’s suitability, taking all of the available facts into account including the subject matter of the Contract and the risk factors inherent to it.  Where the Authority rules that an Applicant is suitable to progress with the procurement process the Applicant shall be judged to have passed this element of the evaluation process.  Where the Authority rules that an Applicant is not suitable to progress with the procurement process the Applicant shall be judged to have “failed” this element of the evaluation process. The Authority’s professional judgement is final. In the event of the Applicant being awarded a ‘fail’ the Applicant will be eliminated from the procurement process. | | | |
| Part 3 Section 5 | Consortia / sub-contractors | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| **NOTE ON EVALUATION:** In the event that the Applicant is looking to work with and utilise others then the Authority will be seeking clarity around how any consortia / sub-contract relationship would work. The Authority would be looking to ensure that there is a clear legal relationship in relation to Consortia / sub-contractors (including roles and responsibilities for what parts of the work), those partners are reputable, and that any arrangement does not expose unnecessary risk to the Authority. The Authority would be seeking a clear understanding on how any formal contract with the Applicant would work to ensure that it is a legal entity. Where the legal status cannot be made clear, or in the case where it is deemed the consortia / sub-contract relationship presents unnecessary risks then it will be deemed a “fail”. | | | |
| Part 3 Section 6 | Technical and professional ability | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| **NOTE ON EVALUATION:** The Authority will be looking for evidence of a Contractor who can demonstrate experience in the successful delivery of design and installation of passenger lifts contracts to clients through formal contract arrangements. | | | |
| Part 3 Section 7 | Modern Slavery Act 2015 | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |
| **NOTE ON EVALUATION:** If a relevant organisation, then the Authority would be seeking evidence that the Contractor is compliant with the Modern Slavery Act. If the organisation is a relevant organisation and not compliant then this would be deemed a “fail”. | | | |
| Part 3 Section 8 | Insurance | Pass/Fail | In the event of a supplier being awarded a ‘fail’, the remainder of their submission will not be evaluated and they will be eliminated from the process. |

## Commercial / Price Evaluation

* + 1. The Tender Document contains the details and requirements relating to the price element of this Tender. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc for the Applicant’s to return as part of their response.
    2. Price shall be evaluated using the method as detailed within the tender documents.

## Notification of Award

* + 1. The Council will notify all Applicants of the Council’s award decision and will apply a Standstill Period in line with the Public Contracts Regulations 2015 (Regulation 87).

## Section 2 – Conditions of Tender



## Authority’s Warranties and Disclaimers

* + 1. The fact that an Applicant has been invited to bid does not necessarily mean that the Applicant has completely satisfied all the Authority’s criteria and the Authority may require further information as appropriate and assess this as part of the evaluation process.
    2. The Applicant shall have no claim whatsoever against the Authority in respect of such matters and in particular (but without limitation) the Authority shall not make any payments to the successful Applicant save as expressly provided for in the (Call-Off) Contract and (save to the extent set out in the (Call-Off) Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Applicant in respect of the services by reason of the specification being different from that envisaged by the Applicant or otherwise.
    3. Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Authority does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Authority does not make any representation or warranty (express or implied) with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.
    4. Each Applicant to whom the document is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract or Framework Agreement.
    5. This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Authority be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or submission of an offer.

## Bribery Act

* + 1. The Bribery Act 2010 requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>.

## Public Services (Social Value) Act

* + 1. The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2015. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

## Freedom of Information Act 2000 and Environmental Information Regulations 2004 and Data Protection Act 2018

* + 1. The Authority is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”). This provides that anyone can ask the Authority for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA or EIR.
    2. In the absence of special circumstances, any part of the procurement documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA or EIR.
    3. In respect of any completed Bid, where the Authority is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submitted Bid at Volume Two (2) Applicant’s Offer and Schedule 3 Price Schedule with an explanation setting out what exemption it considers applicable and the reasons for it. The Authority may have regard to this explanation when considering its response to FOIA requests.
    4. The attention of Applicants is drawn to Section 43 of the Freedom of Information Act Guidance (<http://www.ico.gov.uk/for_organisations/guidance_index/freedom_of_information_and_environmental_information.aspx>) which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Applicants are further advised that, if the Authority considers this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

## Transparency in Local Government

* + 1. As part of the transparency agenda, the Government has made the following commitments for procurement and contracting.
    2. Local authorities must publish details of any contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000.
    3. The Authority may also publish the contract entered into with the successful Applicant. In making publication the Authority intends to follow guidance set out in A practitioner’s guide to publishing information in accordance with the local government Transparency Code 2015.

## GDPR and Data Protection Act 2018

* + 1. The Applicant and Authority shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the DPA 2018 where it applies in regards to any contract resulting from this procurement procedure.

## Counter Terrorism and Security Act 2015

* + 1. Section 29 of the Counter Terrorism and Security Act 2015 places a duty on Local Authorities in the performance of their duties to have “due regard to the need to prevent people from being drawn into terrorism”. The Act requires the Authority to ensure that its procedures help to ensure a better understanding of radicalisation so that strategies can be put in place to deal with it. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www>.legislation.gov.uk/ukpga/2015/6/contents.

## Modern Slavery Act 2015

* + 1. Regulation 19 of the Modern Slavery Act 2015 incorporates the offences under Section 1, 2 or 4 of the Modern Slavery Act 2015 into Regulation 57 of the Public Contract Regulations as grounds for mandatory exclusion at selection stage. Section 54 of the Act also requires businesses which meet certain criteria to prepare and publish a slavery and human trafficking statement.
    2. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www>.legislation.gov.uk/ukpga/2015/30/contents/enacted.

## Late Payment Directive 2015

* + 1. The Authority must maintain compliance with the following legislation:
* Late Payment of Commercial Debts (Interest) Act 1998
* Late Payment of Commercial Debts Regulations 2002
* Late Payment of Commercial Debts Regulations 2013
  + 1. The latter set of Regulations implements an EU Directive on late payment (Directive 2011/7/ EU). In line with this directive, the Authority requires that all contracted suppliers pay their sub-contractors within 30 days.

## Framework Agreements

* + 1. This section only applies where the Authority is seeking to establish a Framework Agreement. Where this is the case it will be made clear in Vol. Two (2) Applicant’s Offer.
    2. The Public Contracts Regulations 2015 define a Framework Agreement as:

“an agreement between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.” (Regulation 33(2)).

* + 1. For the avoidance of doubt the Authority does not bind itself to secure the purchase whether in-house or by the customers (internal stakeholders) of any of the Services or specific quantities of any products required under this Framework Agreement.
    2. As such, the Framework Agreement sets out the terms and conditions for subsequent Call-Offs but, unlike contracts, they usually do not place obligations on the procuring entity to buy any services. With this approach, contracts are formed only when services are the subject of an accepted order under the Agreement.
    3. Framework Agreements represent the Bids submitted by the Applicant(s) to the Authority. The Applicant stands ready to accept orders from the Authority for the provision of Supplies / Works or Services in accordance with all descriptions, Specifications and Terms and Conditions contained in the Framework Agreement itself.
    4. Any formal Call-Off Contract under a Framework Agreement will be formed by each Authority or another individual Authority to whom the Framework Agreement is available for use through a Further Competition exercise which is the process of competing for work between Contractor(s) on the Framework Agreement.
    5. Each Eligible User will be responsible for their individual Call-Off Contracts under the terms of the Framework Agreement. The contractual clauses incorporated in to those Call-Off Contracts of each Eligible User may vary, and should be considered in each order for the provision of Services.

## Study of the Document

* + 1. Documents issued by the Authority to a prospective Applicant must not be passed on to a third party without the express permission of the Authority.
    2. Applicants are expected to read, understand and agree to the Volumes (including the terms and conditions) of the document as they will in their entirety form part of the resultant Contract or Framework Agreement.
    3. The Applicant is required to obtain all information as it may require them to make a Bid. The Applicant shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid. No claims whatsoever shall be entertained arising out of the Applicants failure to study the documents; the information provided will be relied upon as being true and accurate and will form part of the Contract or Framework Agreement with the successful Applicant. If any of the information given by your organisation within the document is subsequently identified as being inaccurate, this may exclude your organisation from further consideration.
    4. The Applicant’s price shall (except in so far as it is otherwise provided in the Contract or Framework Agreement) cover all obligations under the (Call-Off) Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect it’s Bid.
    5. The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

## Consortia and Sub-contracting

* + 1. Where an Applicant wishes to make its application as a Consortium or utilising sub-contractors the Authority advises the group of organisations to select a Lead Applicant in whose name the Bid is to be submitted.
    2. The Lead Applicant is advised to confirm precisely what the arrangements are within its Bid including providing the names of all of the organisations to be involved, the nature and extent of their involvement and proposals regarding the structure and management of the Consortium or arrangements. Such details should be provided within the Selection Questionnaire where appropriate and should enable the Authority to assess the overall Consortium or core supply base. All members of the consortium are required to provide the information required in all sections of the Selection Questionnaire.
    3. The Lead Applicant should provide details of the actual or proposed percentage shareholding of the constituent members within the Consortium or the exact nature of and degree to which the Supplies/Services or Works will be sub-contracted.
    4. Applicants that wish to bid as a Consortium or sub-contractor are discouraged from also making their own individual application or from participating in Consortia or providing sub-contracting arrangements for multiple Lead Applicants.
    5. The Authority recognises that arrangements in relation to Consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond to this opportunity in the light of the arrangements as they are currently envisaged. Applicants are informed that any future change in relation to Consortia and sub-contracting must be notified to the Authority during the procurement process or in the event that they are the successful Contractor and, in any event, as soon as that change is known.
    6. The Authority may then make a further evaluation of that Applicant or Contractor by applying the Selection criteria to the new information provided. In the event that the Authority’s evaluation of the new information results in an outcome that is different from the original, the Authority reserves the right to deselect that Applicant from the process on those grounds and the Applicant shall be notified accordingly. As such, the Lead Applicant shall undertake to ensure that any change to its Consortium or sub-contractors shall not have a negative impact upon the arrangements.
    7. If a Consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided. Where the proposed Lead Applicant is a special purpose vehicle or holding company, information should be provided regarding the extent to which it will call upon the resources and expertise of its members.
    8. Please note that the Authority reserves the right to require a successful Consortium to form a single legal entity in accordance with Regulation 19 of the Public Contracts Regulations 2015.

## Ownership

* + 1. The procurement documentation and all copies thereof are and shall remain the property of the Authority and save for the purposes of the Bid, must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.

## Discrepancies, Omissions and Enquiries concerning the Documents

* + 1. Should the Applicant find discrepancies in, or omissions from, the procurement documents, the Authority shall be immediately notified by the Applicant:
    2. Should any additions or deletions arising from such notification, or in the event that the Authority requires an amendment to be made, these will be issued by the Authority to all Applicants and will be deemed to form part of the documentation.
    3. The Authority reserves the right to extend any date of submission accordingly.

## Terms and Conditions

* + 1. The applicable terms and conditions form aprt of this tender. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
    2. Any queries regarding the terms and conditions, including an Applicant’s request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with the Clarification Process. The Authority requests that Applicants’ comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.
    3. Where the Authority is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Authority reserves the right to extend the submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Authority is not in agreement with any changes those proposals shall have been judged to have been rejected and the Authority shall provide an explanation to the Applicants as to the reason/s why it has been judged so.
    4. When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.
    5. Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Authority reserves its right to class any Bid submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
    6. The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract or Framework Agreement. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Authority reserves the right to withdraw the Contract or Framework Agreement award and class the submission as non-compliant.

## Clarification and Circular Advices

* + 1. Upon commencement of the procurement process the Applicant shall not approach any member of the Authority in relation to the opportunity, other than by using the agreed contact email.
    2. Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.
    3. Relevant questions together with the answers will be posted on Contracts Finder and it will be the requirement for the Applicant to check any updates.
    4. When Applicants first access the procurement documentation they should satisfy themselves that they have seen any messages posted. It is in the Applicant’s interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
    5. If during the period the Authority or Awarding Authority, in the case of a Framework Agreement, issues any circular letters to Applicants in order to clarify or alter part of the documents then such circular letters shall form part of the (Call-Off) Contract and Applicants shall be deemed to have taken account of them in preparing their Bid. Applicants shall promptly acknowledge any circular letters that they receive.

## Completion of the Document

* + 1. For the avoidance of doubt all of the sections included within the tender declaration must be completed and submitted by the Applicant in order to be considered by the Authority as a fully complete and official Bid.
    2. Any Bids made omitting any of the sections, or any of the requirements therein, will be considered as incomplete and may be disqualified from further evaluation and therefore exclusion from the procurement process.
    3. Documents should only be completed and submitted in the format in which they currently appear. It is essential that Applicants do not re-format or re-brand any of the procurement documentation in accordance with their own standards on formatting. An example of this is if the documents are issued in Microsoft Word format, the Authority requires them to be returned in the same format.
    4. Applicants will answer all appropriate questions and sign (if possible) where specified. Applicants will clearly reference its replies and any supporting documentation.
    5. Any pro-formas must be fully completed even if your organisation has previously submitted Bids to the Authority. It is not sufficient to cross-refer to previous responses.

## Applicant Site Visits

* + 1. The Applicant may visit the sites prior to completing its offer to ensure that it is fully familiar with the site locations, where relevant. The information in the tender documents is given as an indication of the general requirements of the Contract or Framework Agreement. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Authority.

## Alternatives and Variations

* + 1. Innovative offers may be made in addition to making a full and complete Bid unless otherwise stated. The submission of an alternative or variant Bid will not be considered if the Applicant fails to make a compliant Bid in the prescribed format.
    2. Should the Applicant wish to offer a variation or alternative Bid, including innovations to the Specification, please complete the Bid as described. This will constitute the ‘compliant Bid’.
    3. The Applicant’s alternative or variant Bid should be prepared separately and submitted as such, giving clear details of your organisation’s departure from the compliant Bid.
    4. Applicants may submit alternative or variant Bids in instances where it believes it is able to offer an innovative solution to a ‘traditional’ specification or where elements of its proposed service delivery deviate from the specification and/or procurement requirements such that this may render an Applicant’s Bid as non-compliant.

## Return of Document

* + 1. Documents must be returned in the correct and proper process for submitting the Applicant’s Bid electronically. All Bids shall be submitted via the email address highlighted.
    2. Applicants will not email their Bids directly to any named person(s) within the Authority.
    3. Applicants will not send their Bids to the Authority in a paper or other ‘hard’ format unless specifically requested to do so within the associated bid documentation.
    4. It is the Applicant’s responsibility to ensure that its Bid is submitted prior to the deadline date/time.
    5. Any submissions that do not accord with the guidelines set out above shall be considered as non-compliant and will be treated as such.
    6. Submissions must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.
    7. Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

## Applicant’s Warranties

* + 1. In submitting their Bid the Applicant warrants and represents and undertakes to the Authority that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;
* it has full power and authority to enter into the Contract or Framework Agreement and provide the Supplies/Works or Services and will if requested produce evidence of such to the Authority;
* it is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Authority) which may adversely affect such financial standing in the future.

## Evaluation of Bids

* + 1. All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the best value principles of Most Economically Advantageous Tender (MEAT).
    2. The evaluation process is a critical part of the procurement process and is the means by which the Authority is able to assess to whom the Authority wishes to select to progress to the next stage of this procurement process and/or award the Contract or Framework Agreement.
    3. The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract or Framework Agreement. The Authority’s evaluation will consist of two (2) distinct stages: Selection and Award.
    4. Any responses to any of the Selection or Award questions or any other part of your Bid that are later found to be incorrect may lead to you being exempted from this procurement process or any future procurement process lead by the Authority and could cause the termination of any resultant Contract or your removal from the Framework Agreement, where relevant.

## Applicant’s Price

* + 1. The price offered by the Applicant shall be firm and fixed for the duration of the Contract or Framework Agreement. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid. Price variation during the Contract or Framework Agreement term will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.
    2. All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).
    3. The Applicant’s price will be evaluated in accordance with the scoring methodology and weightings as set out within the tender documents.

## Errors and Omissions in the Applicant’s Bid

* + 1. If the Authority discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Authority before final acceptance of the Bid.

## Abnormally Low Bids

* + 1. In the event that the Authority receives a Bid which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Applicant to explain in writing the price or cost proposed in the submission. The Authority shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

## Authority Site Visits

* + 1. The Authority reserves the right to pay a site visit to short listed Applicant’s premises and/or exemplar site/s at which it performs the service required under the Contract or Framework Agreement.
    2. Applicants may or may not be contacted to be made aware that a site visit will take place. Any notification that is made will detail the date, time and details of those Members/Officers that are anticipated to attend.
    3. Applicants must grant access to any premises requested to be visited by the Authority within that allocated time period.
    4. Site visits will be for the purpose of ensuring that Applicants are appropriately skilled and experienced to deliver the service required under the Contract or Framework Agreement and that any claims made to that effect are accurate.

## Rejection of Offers

* + 1. The Authority may at its absolute discretion refrain from considering or reject a Bid if:

1. it is incomplete or vague or is submitted later than the prescribed date and time; or
2. it is not in accordance with the approved format and all other provisions of the documents; or
3. is in breach of any condition contained within it.
   * 1. The Authority reserves the right, subject to relevant legislation, at any time to reject any Bid and / or terminate the procurement process with one or all of the Applicants.
     2. The Authority reserves the right to disqualify any or all Applicants who make material changes to, or (in the Authority’s opinion) a material change takes place in respect of, any aspect of either its pre-qualification submission or Bid unless substantial justification can be provided to the satisfaction of the Authority.
     3. Any submission in respect of which the Applicant:

* has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Authority or obtained information from any other person who has been contracted to supply Supplies or provide the Service or Works to the Authority concerning the award of the Contract or Framework Agreement or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant; or
* fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
* communicates to any person other than the Authority the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the bid preparation or for the purposes of insurance or financing; or
* enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
* offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person’s proposal, any act or omission;

shall not be considered for acceptance and shall accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by an Applicant may attract.

## Acceptance of Offers

* + 1. The Authority does not bind itself to accept the lowest or any Bid, and reserves the right to accept a Bid either in whole or in part, or such item or items specified in the procurement documents, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as bid for separately, or to make no award at all.

## Award of Contract or Framework Agreement

* + 1. Submitted documents shall constitute an irrevocable offer to provide the Supplies/Works or Services. Any acceptance of it by the Authority shall be communicated in writing to the Applicant. Upon such acceptance the Contract or Framework Agreement shall become binding on all parties.
    2. The successful Applicant shall conclude a formal Contract or Framework Agreement with the Authority, which shall embody the Applicant’s offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Authority and co-signed by the Applicant’s Authorised Officer.
    3. The offer shall remain open for acceptance for a period of three (3) months from the closing date for the receipt of submission.