



**Cleveland
Pools Bath**

**INVITATION TO TENDER
for the Provision of
Refurbishment Works to the
Existing Pool Site**

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INDEX

Section 1 – THE REQUIREMENT

- 1.1 Introduction
- 1.2 Overview
- 1.3 Specification
- 1.4 Scope of Contract
- 1.5 Term of Contract

Section 2 – INSTRUCTIONS TO TENDERERS

- 2.1 Contracts Finder
- 2.2 Preparation of Tender and Site Visits
- 2.3 Price Schedules
- 2.4 Other Documents or Supporting Evidence
- 2.5 Interviews
- 2.6 Submission Deadline
- 2.7 Tender Validity
- 2.8 Communication
- 2.9 Confidentiality
- 2.10 Grounds for Rejection
- 2.11 Disclaimer
- 2.12 Freedom of Information Act
- 2.13 Equality
- 2.14 Ethical Standards
- 2.15 Step-In Rights
- 2.16 Payment to Sub-Contractors
- 2.17 Procurement Timetable
- 2.18 Required Documents
- 2.19 Terms & Conditions

Section 3 – QUESTIONNAIRE

- A Notes for Completion
- B Questions

Section 4 – COMMERCIAL SCHEDULE

- 4.1 Pricing

Section 5 – EVALUATION AND AWARD

- 5.1 Evaluation and Award
- 5.2 Award Criteria and Weightings
- 5.3 Clarifications
- 5.4 Site Visits
- 5.5 Final Score

- 5.6 Customer References
- 5.7 Evaluation Report and Recommendation
- 5.8 Contract Approval
- 5.9 Contract Award & Debriefing

Section 6 – APPENDICES

- 1 Non-Collusion Certificate
- 2 Scoring Methodology (separate document)

Glossary

SECTION 1 – THE REQUIREMENT

1.1 Introduction

A National Lottery Heritage Fund grant is enabling Cleveland Pools Trust to carry out a project for the major refurbishment of Cleveland Pools. The project will convert the existing pool into a main and kids pool, the existing cottage, ladies pool and changing rooms are being refurbished, the upper pool is being converted to form an underground plant room and a new WC Block and Kiosk Building will be constructed, in addition the site will be landscaped with new pathways provided to facilitate access and a new pontoon will be constructed to give access from the adjacent River Avon. These works will transform the site and enable the pool to be used a fully functioning facility and there will also be visitor experience provided in terms of displays giving the history of the Pool, which is the oldest remaining example of a Georgian outdoor pool in the UK.

The project will take place in:

- the existing Cleveland pool site at Hampton Row, Bath

In summary, the project will:

- Convert the existing pool into two pools, one for use by Adults and the other by young children.
- Bring the existing Crescent Building back into use with the changing rooms refurbished, the central cottage building converted into Visitor use at ground floor and staff facilities at first floor and the western end of the crescent converted into a visitor centre, first aid and toilet facilities.
- Convert the existing Upper Pool into Plant Room with terrace over to provide visitor space to the adjacent kiosk.
- Provide a new building adjacent the existing Upper Pool to provide a kiosk selling refreshments, WC facilities and store space.
- Provide a new WC building adjacent the main/ kids pool
- Improved access from Hampton Row by the construction of new pathways to provide unhindered access to all along with the landscaping of the site to provide a destination for members of the public who wish to enjoy the unique setting of the Pool even if they do not want to actually take to the water.
- Access from the River Avon by the construction of a new pontoon to enable river boats to transport people from the centre of Bath to the site.

1.2 Overview

Cleveland Pools Trust wishes to establish a Contract for the provision of the works to refurbish the site to bring it back to use by members of the public. The

Contract is based on a two stage strategy, the first stage is a Pre Contract Service Agreement (PCSA), during which the appointed contractor will be asked to develop the existing design along with the Trust's appointed Design Team to deliver a project which meets the Trust's aspirations and is also to procure works packages for the works in order to reach an agreed Contract Sum, which must be within the Trust's determined budget.

1.3 **Specification**

Contract Preliminaries, Works Information and Site Information are included within the tender pack.

1.4 **Scope of Contract**

The successful contractor will be appointed by Cleveland Pools Trust as the Employer under JCT Intermediate Form of Contract 2016 with Contractor's design (ICD 2016) and the Contract Sum will be an Activity Schedule. The project follows a two stage tender procurement route with the Contractor developing the design under a PCSA to achieve a fully developed and co-ordinated design at second stage tender. The Contractor will be responsible for developing items of works which have been defined as Contractor Design and are identified within the tender pack and will be fully liable for the design including co-ordination with the other aspects of the design developed by the Trust's Design Team and the successful contractor will be required to take the design forward at RIBA stage 4 and into construction. The contractor's design proposals will be the subject of acceptance by the Employer.

The contractor will be responsible for discharging a number of conditions relating to the Planning, Listed Building and Avon Act that have been granted for the project and must allow for any associated costs. The conditions are included as part of the Works Information in the tender pack.

The contractor will be required to engage with Building Control to complete the design where responsible and engage with them to undertake the relevant inspections.

The contractor will be appointed as the Principle Contractor under the latest CDM Regulations as well as the Principle Designer for the contractor design liabilities.

1.5 **Term of Contract**

An indication of programme is provided in the Contract Preliminaries within the tender pack, including anticipated start dates and completion dates. The anticipated construction period is 42 calendar weeks.

However, tenderers are required to submit their own programme that identifies the principal parts of the work, which will be evaluated as part of the Quality Award Criteria.

SECTION 2 – INSTRUCTIONS TO TENDERERS

2.1 Contract Finder

The Trust uses the UK Government [Contracts Finder](#) tendering system. Assistance in relation to the tender system is available to online or by following this [guide](#).

After reading this Invitation to Tender please email contractadmin@provelio.com to request the full tender pack.

If you are still unable to resolve your issue in using the system you should send an e-mail to contractadmin@provelio.com explaining the nature of your query.

Contracts Finder will issue contact details and explain how to apply for the contract in the 'How to Apply' section.

2.2 Preparation of tender and site visits

Organisations must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their offer is successful.

Information supplied to the Tenderer by Trust staff or contained in any Trust publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Trust and shall be used only for the purpose of this procurement exercise.

Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Trust for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

A site visit to the Cleveland Pool Site is essential. Site visits can be arranged by communicating in writing with the Project Manager, Provelio, contact details are included in the Tender Preliminaries.

2.3 Price Schedule/s

The Trust requires Tenderers to complete and return Price Schedule(s) as part of their submission. All prices shall be in Pounds Sterling.

2.4 Other Documents or Supporting Evidence

The Tenderer must complete and supply other documentation that may be provided with this Tender process

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Trust's decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tenderer is excluded from consideration, the Tenderer will be notified.

2.5 Interviews

Tenderers will be called to interview by the Trust. The window for interviews is two weeks, from 11/09/19 – 25/09/19. If Tenderers are unavailable for interview for the duration of that period, they will score 0 for the interview section of the Quality Award Criteria.

2.6 Submission deadline

Tenderers are required to submit their First Stage Tender by **1200 28 Aug 19**.

Tenderers are advised to allow sufficient time to complete questions and respond via email to contractadmin@provelio.com.

Failure to answer and complete the Tender will result in the Trust rejecting the Tender as a Fail / Non-compliant tender.

Documentation: If you are sending multiple documents, it is recommended that you zip them. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages*.

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Trust is under no obligation to consider partial or late submissions.

If the Trust issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Trust, be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Trust expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Trust is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Trust shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the works for which tenders are invited.

2.7 Tender Validity

The tender should remain open for acceptance for a period of 42 days. A Tender valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted by email to contractadmin@provelio.com.

Tenderers should seek to clarify any points of doubt or difficulty in sufficient time before the closing date of the Tender, to enable to the Trust to respond to all Tenderers.

Where the Trust considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties.

2.9 Confidentiality

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Cleveland Pool Trust, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

2.10 Grounds for Rejection

The Trust reserves the right to reject or disqualify a Tender where:-

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Trust's submission requirements which have been notified to Tenderers;
- the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015;
- the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or

- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
- dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Trust and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

2.11 Disclaimer

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Trust, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Contract concluded as a result of this ITT shall be governed by English law.

2.12 Freedom of Information Act

Tenderers should note that the Trust is subject to the 'Freedom of Information Act 2000' and provisions are in force allowing any person access to information held by the Trust. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers' statements will be considered in the context of the exemptions provided for under the Act and the Trust is unable to give any guarantee that the information in question will not be disclosed.

2.14 Equality

Cleveland Pool Trust is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to

the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

2.15 Ethical Standards

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Trust will consider the impact of environmental, economic and social factors along with price and quality.

The Trust must ensure that the practices it undertakes in business are above reproach. They will be aware and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

2.17 Step-In Rights

Please note that the Trust reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

2.18 Payment to Sub-Contractors

Suppliers should be aware that where they will enter into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

2.19 Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Trust does not intend to depart from the timetable, it reserves the right to do so at any time.

Task Name	Start	Finish
Tender advertised on contracts finder	31/07/19	28/08/19
Assess Tender Returns	28/08/19	11/09/19
Contractor Interviews	11/09/19	25/09/19
Notify successful and unsuccessful applicants	25/09/19	25/09/19
Appoint Contractor	26/09/19	10/10/19

2.20 Required documents

Within this Tender process Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

DOCUMENT TITLE	Required with submission?
Volume One – Invitation to Tender	
Section 1 – The Requirement including specification	
Section 2 – Instructions to Tenderers	
Section 3 – Questionnaire, including separate documents for Part B	Y
Section 4 – Pricing Schedule	Y
Section 5 – Evaluation and Award	
Appendix 1 – Non-Collusion Certificate	Y
Appendix 2 – Scoring Methodology	
Volume Two – Contractual	
Contract Preliminaries	Y
Parent Company Guarantee	
Guarantee / Performance Bond	
Contractor's Collateral Warranty	
Sub-Contractor's Collateral Warranty	
Risk Register	
Volume Three – Works Information	
Architect information (Donald Insall)	
Structural Engineering information (Hydrock)	
M&E Engineering information (Hydrock)	
Pre-Construction Information pack – CDM	
Planning & Listed Building Approval	
Works Section Information	
CDP/Survey Schedule	
Programme	
Volume Four – Site Information	
Architect Existing Drawings (Donald Insall)	
All completed surveys	
Construction Phase Approach	
Volume Five – Pricing	
Activity Schedule (Contractors to use own format)	Y
Form of Tender	Y

M&E Tender Summaries	Y
Additional information required	
Proposed Sub-Contractors for specific aspects of the works (please refer to Clause A30.640 and A30.650 in the Preliminaries document)	Y

Please Note: The completion and electronic return of all the documents ticked above is mandatory

2.21 Terms & Conditions

The Trust's Terms and Conditions of Contract are attached in '**Volume Two – Contractual.**' These are the terms that will apply to this contract.

SECTION 3 – QUESTIONNAIRE

This Invitation to Tender has been issued as an Open Tender and there are Selection Questions which will be assessed by the Trust.

The questions below are specific to this procurement project.

A. Notes for completion

- i. Please ensure that all questions are completed in full. Failure to do so may result in your submission being disqualified. If the question does not apply, please state clearly 'N/A'.
- ii. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.
- iii. Please return a completed version of this document with your tender submission by email to contractadmin@provelio.com.

Supplier contact details for enquiries	
Name	
Postal address	
Country	
Phone	
Mobile	

E-mail	
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B Questions

Please answer the project specific questions below by submitting **separate documents**:

Quality Criteria	Maximum Marks (out of 100)	Section Weighting of total Quality Score
Section A - Acceptance of Terms & Conditions	PASS/FAIL	
Do the organisation accepts the terms and conditions?		
Section B - General Management Approach	20	20%
<p>Details of proposed team from senior management to site level and how they will work together. Tell us how your proposed key individuals will use their experience and knowledge of working on Pools, Listed Buildings and National Lottery Heritage Funded Projects to deliver this project. Please evidence your answer with details of a maximum of 8 similar projects delivered by these individuals, including:</p> <p>i. Role of key individual within the project ii. Project title iii. Client's and/or Project Manager's name and contact details iv. Contract start date and contract completion date v. Contract value vi. Form of contract vii. Project description, including information about the site, nature of the works, risks and challenges viii. Identify the learning & knowledge that the project has given the key individual that will benefit the</p>	10	10%
Organisation and CVs for team detailing why personnel and organisations have been chosen.	5	5%
Provide an organogram showing key individuals and support structures within your proposed team, including identification of the individual who will act as the on-site principal point of contact with the Employer	5	5%
Section C - Social Value	8	8%
The Trust will procure its services, where appropriate, in line with the Public Service (Social Value) Act 2012. The Act asks commissioners to think about securing extra benefits for their area when they are buying services. Please demonstrate how you will:		
1. Understand the needs of the local area and the Trust's priorities.	2	2%
2. Quantify the value for money you will provide and make the case for your social value offer being a way for commissioners to navigate cost savings pressures.	2	2%
3. Help the Trust to understand the full range of innovation you can provide.	2	2%
4. Consider guidelines for paying a Living Wage	2	2%

Section D - Design and Construction Management	15	15%
How will you manage the challenges of delivering a complex project whilst balancing the requirement to plan and build collaboratively in the following areas:		
1. Communication	3	3%
2. Programme	3	3%
3. Change management	3	3%
4. Issue Resolution	3	3%
5. Stakeholder Engagement	3	3%
Section E - Programme	15	15%
Please demonstrate, with references how you have actively contributed to improve the programme.	5	5%
Include a draft programme that identifies the principal parts of the work including pre-construction, construction and handover activities ensuring that the key dates are achieved or improved, in line with your tender submission.	10	10%
Section F - Site Logistics and Co-ordination	15	15%
How will you manage communication and co-ordination between the Trust, consultants and third parties; incl. those in close proximity to Cleveland Pools?	5	5%
How do you propose to tackle the complexities involved in the following areas:		
1. Site Set Up	2	2%
2. Movement Control - People	2	2%
3. Movement Control - Material	2	2%
4. Movement Control - Traffic	2	2%
5. Impact on neighbours (including programming and day-to-day operations, and how you will monitor and control this)	2	2%
Section G - Two Stage Tendering Process	15	15%
Provide with examples projects successfully delivered within the Stage 1 budget within the last 4 years, details of your experience and involvement with a 2 stage tender process, and how you will manage effective communication to work with the project consultants and supply chain to add value to the process and projects.	5	5%
Confirm that the available project budget is affordable for this scheme. Review the Cost Plan provided and submit a breakdown of any discrepancies or concerns carried out in their cost plan analysis with a Commentary Report. This should include evidence of market testing of critical elements within the cost plan.	5	5%
Please provide a supporting statement detailing how you intend to support the Design Team commercially throughout the design process. We also require a supporting statement detailing your methodology for preparing the tender price.	5	5%
Presentation/Interview	12	12%
Section B - General Management Approach	2	2%
Section C - Sustainability	2	2%
Section D - Design and Construction Management	2	2%

Section E - Programme	2	2%
Section F - Site Logistics and Co-ordination	2	2%
Section G - Two Stage Tendering Process	2	2%
	100	

SECTION 4 – PRICING SCHEDULE

4.1 Pricing

Tenderers must complete and submit all the proposed charges/prices to provide the requirement(s) as well as any supplementary spreadsheets to provide transparency of the metrics used for calculating fixed minimum and variable charges.

All charges/prices must be in pounds sterling and should be exclusive of VAT. All pricing information will form the basis of any resulting framework or contract.

Tenderers **must** return all of the following:

1. Fully completed **Form of Tender**; documentation provided in 'Volume Five – Pricing.'
2. Fully priced **Activity Schedule**; contractors to provide own format.
3. Fully completed **M&E Tender Summaries**; documentation provided in 'Volume Five – Pricing.'
4. Fully priced **Contract Preliminaries**; documentation provided in 'Volume Two – Contractual.'

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation and Award

Evaluations will be undertaken by officers of the Trust who will follow a systematic and comprehensive process in accordance with the Trust's procedures. Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The Trust expects to make an award for the Contract in line with the Procurement Timetable provided in Section 2.19. The Trust may, if necessary, extend the period for completing the award process.

The decision of the award will be based on the evaluation criteria as outlined under Award Criteria and Weightings.

Tenderer(s) that are successfully awarded will receive by email an award decision notice.

Tenderers who have not been successful will equally receive by email an award decision notice and feedback on request.

Upon acceptance, the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Tenderer upon request of the Trust execute a formal Contract in the form contained in this Tender process.

Tenderers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Tenderers should note that the Trust reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Tenderers in preparing their responses.

Tenderers should also note that, should they be successful the Trust reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Trust about any material changes in relation to the information provided in the Tender submission.

5.2 Award Criteria & Weightings

Submitted Tender responses will be evaluated by officers of the Trust using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS			
The award criteria and weightings have been designed in consultation with National Lottery heritage Fund			
Price	60%	Refer to 'Section 4: Pricing Schedule'	
Quality	40%	Refer to 'Section 3B: Questionnaire' and 'Appendix 2 - Scoring Methodology'	
All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.			
Pass / Fail: Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Sections or questions scored as a Fail will result in the disqualification of the Tender and it will not proceed to full evaluation.			
Quality Scoring			
Where responses to questions are to be scored, the following scores are applied by Evaluators to a Tenderer's submitted responses.			
For questions marked out of 10	For questions marked out of 5	For questions marked out of 3	For questions marked out of 2
0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Trust does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.	0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Trust does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.	0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Trust does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.	0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Trust does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.
1 - Very limited response and/or evidence is almost unacceptable or non-existent. There is a failure to properly address almost all of the issues. The trust has a very low of confidence in the Tenderer's experience, capacity and capability to meet its requirements.	1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Trust has a low level of confidence in the Tenderer's experience, capacity and capability to meet its requirements.	1 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Trust has limited confidence in the Tenderer's experience, capacity and capability to meet its requirements.	1 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Trust is satisfied with the Tenderer's experience, capacity and capability to meet its requirements.

<p>2 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Trust has a low level of confidence in the Tenderer’s experience, capacity and capability to meet its requirements.</p>	<p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Trust has limited confidence in the Tenderer’s experience, capacity and capability to meet its requirements.</p>	<p>2 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Trust is satisfied with the Tenderer’s experience, capacity and capability to meet its requirements.</p>	<p>2 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Trust with a very high level of confidence in the Tenderer’s experience, capacity and capability to meet the Trust’s requirements.</p>
<p>3 - There are major concerns and deficiencies across many of the responses. The Trusts confidence in the Tenderer's experience and capacity is limited in all respects and low in many respects.</p>	<p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Trust is satisfied with the Tenderer’s experience, capacity and capability to meet its requirements.</p>	<p>3 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Trust with a very high level of confidence in the Tenderer’s experience, capacity and capability to meet the Trust’s requirements.</p>	
<p>4 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Trust has limited confidence in the Tenderer’s experience, capacity and capability to meet its requirements.</p>	<p>4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Trust with a good standard of confidence in the Tenderer’s experience, capacity and capability to meet its requirements.</p>		
<p>5 - Not all points addressed are satisfactory and the level of evidence supporting the responses is average. Whilst the Trust is satisfied with the experience, capacity and capability to meet requirements there are still some concerns.</p>	<p>5 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Trust with a very high level of confidence in the Tenderer’s experience, capacity and capability to meet the Trust’s requirements.</p>		

<p>6 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Trust is satisfied with the Tenderer’s experience, capacity and capability to meet its requirements.</p>			
<p>7 - Responses in most areas area comprehensive and well supported with a good body of evidence. The Trust is satisfied with the Tenderer’s experience, capacity and capability to meet its requirements.</p>			
<p>8 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Trust with a good standard of confidence in the Tenderer’s experience, capacity and capability to meet its requirements.</p>			
<p>9 - The standard of responses is high across all criteria and the supporting evidence is relevant and comprehensive. The Trust has a high level of confidence in the Tenderer’s experience, capacity and capability to meet its requirements.</p>			
<p>10 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Trust with a very high level of confidence in the Tenderer’s experience, capacity and capability to meet the Trust’s requirements.</p>			

Applying weightings to scores

The weighting for the overall tender between quality and price is listed in the table above.

The quality weightings are listed in Section 3 B Questions.

The quality section is scored out of 100. This score will then be indexed to the quality weighting i.e. a score of 100/100 = 40% of the total score; 50/100 = 20% etc.

Price Evaluations: The scoring is carried out within an Excel spread sheet formatted to reflect the price/quality split.

All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.

Example with price weighting 60%, the calculation is:

$(60 * \text{lowest price}) / \text{bid price}$

The lowest price bid would receive the full 60 points.

The price weighting applicable to this tender is in the table above.

5.3 Clarifications

Upon examination of the tenders, it may be necessary for the evaluators to request clarifications from the tenderers. The question(s) will be submitted on the e-tendering system and tenderers must respond in the same manner.

Clarifications received from tenderers outside the e-tendering system will not be responded to.

It may be necessary to also hold a clarification meeting with one or more tenderers for due diligence purposes. These may result in the initial scores being moderated.

5.4 Site Visits

It may be necessary for the tender panel to undertake a site visit (where appropriate) to see a service in situ at a tenderer's customer offices. If this is carried out as part of the evaluation of the tender, then the site visit must be scored and scores will be included as a weighting in the quality section of the table above.

If the visit is for due diligence purposes only, it will not be scored.

5.5 Final score

All the scores from the tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a final score and the tenderer with the best overall score shall be identified. Notes MUST be kept of the reasons for deciding on the scores.

5.6 Customer References

The tender panel will take up references for the winning Contractor.

5.7 Evaluation Report and Recommendation

An evaluation report will be produced by the evaluators and a recommendation made to award to the winning Contractor.

5.8 Contract Approval

The approval of the award will be made by the appropriate Trust representative, usually the budget holder for the project.

5.9 Contract Award and Debriefing

Upon completion of the tender exercise, the Trust will debrief the successful and unsuccessful tenderers as follows:-

The successful company will receive a written notification letter that the Trust is intending to award them the business subject to a 10 day standstill period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful companies will receive a written notification that the Trust intends to award the Contract. The notification will explain the 10 day standstill period and must state the name of the winning tenderer, the overall score of all the tenders and reasons to justify the award and must pertain to the published award criteria. The Trust must explain the advantages of the winning tender and the disadvantages of the unsuccessful tenders.

The 10 day standstill period generally starts on the day after the date of the notification letter. The letter will advise the date the standstill elapses which shall not be on a weekend or Bank Holiday.

The Trust will be careful not to disclose confidential information of the successful Contractor and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

SECTION 6 – APPENDICES TO THIS DOCUMENT

1. Non-Collusion Certificate

APPENDIX 1

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying tender to

(Name of Client).....

.....

in relation to (details of tender and reference).....

.....

certify on behalf of (name of Tenderer).....

that, with the exception of any information attached hereto (see * below):

- 1) this tender is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;
- 4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED:.....

FOR AND ON BEHALF OF:.....

DATE:.....

Glossary

'Bidder' means the company that is submitting a tender response to this Invitation to Tender document;

'Contracting Bodies' or 'Contracting Body' means any other public sector organisation or Local Authority described in the Contract or Framework Agreement who is allowed to procure under the Contract;

'Contractor' means the person, firm or company appointed by the Trust or Contracting Body to supply the Goods or Services under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

'Trust' means Cleveland Pool Trust;

'Contract' means the written agreement between the Trust or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

"e-tender system" means the electronic tender system named Pro-Contract. It is provided by ??and is hosted via ??

'Invitation to Tender' means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement;

'Offer' means the offer made by the Bidder in relation to the proposed Contract

'Specification' means the scope and description of the Goods or Services to be provided pursuant to this Contract as set out in Section 1 – Specification;