

10th May 2021

Reactive Maintenance Contractor Framework

This document covers all six lots of the Framework Agreement.

Volume 1: Invitation to Tender

Lot 1 - Reactive & associated general building works for North Denbighshire.

Lot 2 - Reactive & associated general building works for South Denbighshire.

Lot 3 - Reactive & general minor electrical services maintenance works for North Denbighshire.

Lot 4 - Reactive & general minor electrical services maintenance works for South Denbighshire.

Lot 5 - Reactive & general minor mechanical maintenance works for North Denbighshire.

Lot 6 - Reactive & general minor mechanical maintenance works for South Denbighshire.

Invitation to Tender

Volume 1 of 3

Contents

1	Introduction	P. 2
2	Aim and vision	P. 3
3	Term and Building Contracts	P. 3 - 4
4	Structure of the Framework	P. 4 - 6
5	Extent of Works	P. 7
6	Working Hours	P. 8
7	Performance Monitoring	P. 8
8	Procurement Programme	P. 8 - 9
9	Documents Forming this ITT	P. 9 - 10
10	Evaluation	P. 10
	Instruction to Contractors	P. 11 - 17

1. Introduction

- 1.1. Expressions of interest are invited for the provision of a framework agreement for day to day reactive and associated general minor building and electrical services maintenance works to be provided at the Council's non-domestic public buildings. The Council has a public buildings property estate, all located within the geographical boundaries of Denbighshire, currently comprising operational buildings, including schools, and further miscellaneous non-operational buildings for which it has a mixed selection of premises management responsibilities. This public building estate comprises schools, leisure centres, libraries, offices, depots, public toilets, care homes, day centres, industrial units, theatres, tourism buildings and a selection of other miscellaneous properties, all located on over 190 sites. Due to the changing service needs of the Council, the number of buildings may however decrease or increase during the term of the Framework Agreement.
- 1.2. Denbighshire County Council (DCC) is seeking to ensure it continues to meet its legal, health & safety and moral obligations and wishes to engage a suitably qualified and competent Contractor(s) to supply all labour, materials and plant. The contractor (s) should to be able to satisfactorily undertake the execution of all building, electrical services maintenance and associated general minor repair work in all trades whether mentioned Invitation to Tender (ITT) documents or not. It must comply with the required time limits as directed, at such non-domestic public buildings owned or controlled by the Council and as the Contract Administrator(s) may direct during the contract period. The potential provider is required to note, however, that by the very nature of the work, i.e. reported repairs and day to day reactive maintenance work, no guarantee can be given with regard to the volume, trade requirements or continuity within any one given area at any time.
- 1.3. DCC Property Department operates a Building Maintenance Help Desk during normal working hours (08:00am to 17:00pm). It is envisaged that the Contract Administrator(s) operating the Help Desk will provide, in the vast majority of instances, instruction to, liaise with and issue formal works orders to the Framework Contractor(s). In rare occasions instructions may be issued by Building Surveyors or Electrical Engineering Surveyors in the Property Department. Under the terms of this Framework Agreement the Contractor(s) are not to take instruction direct from DCC or other staff located at the public buildings.
- 1.4. Outside normal working hours DCC operates an emergency call centre whose operatives have access to on-call Surveyors who, during emergency situations, will liaise with and provide instruction to the Framework Contractor(s).
- 1.5. The objective of this agreement is to establish a framework agreement in accordance with the Public Contracts Regulations 2015.

2. Aims & Vision

- 2.1. **AIM:** to provide a simple, cost effective, easy to use and transparent process to manage the day to day reactive and associated general minor building and electrical

services maintenance work to Denbighshire County Council's public buildings including schools.

2.2. **VISION:** the approach will be to partner with excellent Contractors who will engage positively with users and officers to provide a safe, fast accurate service ensuring value for money is achieved.

3. Term and Building Contracts

3.1. This Framework Agreement is an arrangement whereby the Nominated Contractor(s) offers the Works/Service and/or supply of goods and/or materials at an agreed price for the offer period subject to variations but a contractual relationship between the Nominated Contractor(s) and DCC does not become effective until the Council places an order with the Nominated Contractor(s) for the Works/Service and/or supply of goods and/or materials. This Framework Agreement will not be for any fixed quantity but only for such quantities as the Council may order from time to time.

3.2. The proposed duration of each Contractor Framework Agreement shall be four years (2+1+1) from the date of the relevant agreement (the Term). Subject to satisfactory performance of the Contractor during the first 2 years of the Term DCC may wish to extend this Framework Agreement for a further period of 1 year + 1 year. The Contractor Framework Agreements will allow DCC to commission Works from the appointed Contractors as and when required. An extension shall be on the same terms but a final extension will not include the option to extend. Under no circumstances will the arrangement exceed 4 years' duration in total.

3.3. DCC anticipate that for the majority of the works DCC Minor Works Terms and Conditions (T&C) apply. Additionally, a number of different types of building contracts may be utilised under the Framework at the discretion of DCC, including but not limited to:

- 3.3.1. the JCT Repair and Maintenance Contract 2011; (with / without quantities);
- 3.3.2. the JCT Minor Works Building Contract 2011;
- 3.3.3. the Prime Cost Building Contract 2011;

with each being a Building Contract. The form of Building Contract in respect the works will include any bespoke amendments as required by DCC and as notified to Contractors when appointed.

3.4. The call offs will, in the majority of cases, take place as per the below table, however DCC reserves the right to amend as required.

Value (£)	Terms /Contract	Call off
1 to 9,999	DCC Minor Works Terms and Conditions	Direct award
10,000+	JCT Repair and Maintenance Contract 2011; Minor Works Building Contract 2011; Prime Cost Building Contract 2011;	Mini tender

3.5. Following the award of the contract the successful contractors will be ranked in accordance with the price/quality scoring

- 3.6. For emergency reactive works DCC will offer work direct to the Preferred Contractor (Rank 1) in the first instance. Where capacity becomes an issue (i.e. contractors unable to respond and attend site in a reasonable time) for the Preferred Contractor these works will be offered to the remaining Contractors in ranked order
- 3.7. For any minor works between the values of £5K and £10K all Contractors in the lot will be given the opportunity to quote for that work.
- 3.8. Contractors should note that:
 - 3.8.1. no guarantee is given by DCC as to the amount or value of any works, if any, to be issued to any successful Contractor in the Framework; and
 - 3.8.2. The appointment to the Framework will not give any Contractor the exclusive right to deliver works or services of the type required by DCC.
 - 3.8.3. Those Contractors who are appointed to the Framework will be subject to continual performance monitoring and DCC reserves the right to suspend or remove a Contractor from the Framework who fails to maintain the required level of service / performance indicators throughout the Term of the Framework Agreement.
 - 3.8.4. Contractors should note that DCC may commission works during the Term which naturally extends beyond the Term.
 - 3.8.5. The Price/Quality weighting for the Framework will be 70% Price, 30% Quality

4. Structure of the Framework

- 4.1. The Framework will be structured under six Lots, which have been divided by reference to the type of works and region the works will be undertaken that DCC anticipate will be delivered under the Framework.
- 4.2. Short summaries of each Lot are set out below for information purposes only:

Lot	Description of Lots	No Contractors (max)	Type of Works
1	Reactive & associated general building works for North Denbighshire	Five	Works will include, but not be limited to the following: <ul style="list-style-type: none"> • Windows / doors and associated ironmongery repairs (excluding glazing)
2	Reactive & associated general building works for South Denbighshire (A55 corridor to Llangollen & Corwen)	Five	<ul style="list-style-type: none"> • Fire exit route door and closing devices • Flooring repair • Jobbing repairs • Carpentry & joinery repairs • Masonry & bricklaying • Plastering / tiling / interior finishing repairs • Suspended ceiling repair

			<ul style="list-style-type: none"> •Minor fencing repairs •Concrete and paving repairs •Plumbing works to wastes and cold water systems •Sanitary fittings including WC's, urinals, wash basins and sinks •Below ground foul drainage •Above ground roof drainage and guttering
3	Reactive & general minor electrical services maintenance works for North Denbighshire	Five	<p>Works will include, but not be limited to the following:</p> <ul style="list-style-type: none"> •Aerial installation & repairs
4	Reactive & general minor electrical services maintenance works for South Denbighshire	Five	<ul style="list-style-type: none"> •Lightning protection repairs •Electric water heaters (stored and instantaneous) •Emergency lighting and illuminated exit signage •Fixed electrical installations including internal and external lighting fixed to the building •Electric hand dryers •Small wall and ceiling extractors systems
5	Reactive & general minor mechanical maintenance works for North Denbighshire	Five	<p>Works will include, but not be limited to the following:</p> <ul style="list-style-type: none"> •Heating and hot water boilers (gas, LPG and oil)
6	Reactive & general minor mechanical maintenance works for South Denbighshire	Five	<ul style="list-style-type: none"> •Central heating systems •Hot water cylinders and calorifiers •Hot water distribution systems •Pump sets and pressurisation units

			<ul style="list-style-type: none"> • Filters and dosing systems • Water tanks
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DCC reserves the right to omit or include items to this list during the life-time of the Framework Agreement.

4.3. Following the evaluation of submitted PQQ's all Contractors invited to participate in the Tender stage of the process have been informed of the relevant "Lot" they have been shortlisted for. Should any Contractor submit a bid for a "Lot" they have not been shortlisted for then any such bid will not be accepted by DCC

4.4. The works will be split into six Lots as detailed below and sites will generally be occupied other than for schools during school holidays which will be vacant.
We estimate 50% North, 30% Central and 20% South

Lot	Estimated Value						
1	<p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p>						
2	<p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p>						
3	<p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p>						
4	<p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p>						
5	<p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p>						
6	<p>The estimated annual value for this Lot is £xxx This is based on historical information and bidders should be aware that there is no guarantee of this value in future.</p> <p>The overall value of this lot is estimated to be £xxx (over four year period)</p>						
<table border="1" style="float: right; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">TOTAL</th> <th style="width: 20%;">Annual</th> <th style="width: 60%;">Life of Framework</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">£2M</td> <td style="text-align: center;">£8M</td> </tr> </tbody> </table>		TOTAL	Annual	Life of Framework		£2M	£8M
TOTAL	Annual	Life of Framework					
	£2M	£8M					

4.5. The above figures have been included as indicative estimates only and DCC do not warrant nor guarantee the amount or value of the Works to be required under the Framework.

5. Extent of Works

5.1. DCC anticipates procuring a range of all building, services maintenance and associated general minor repair work in all trades as identified under the Framework

5.2. DCC reserves the right to add or omit locations as necessary.

5.3. DCC has a number of service contracts in place and as such works associated with the following are excluded from this Framework Agreement:

- Commercial gas servicing and maintenance
- Commercial oil fired servicing and maintenance
- Local exhaust ventilation
- Kitchen gas appliance servicing
- Water Hygiene
- Gym equipment
- Playground equipment
- Portable firefighting equipment and hose reels
- Fire sprinkler systems
- Fire alarms and emergency lighting
- Portable appliance and fixed wire testing
- Warden call and communication systems
- Automatic door closers, roller shutter doors and sliding door mechanisms
- Air conditioning and air handling units
- Catering extraction
- Dust extraction
- Fire suppression
- Gas catering inspections
- Hot metal testing
- High voltage distribution
- Sewage pump maintenance
- TMV maintenance
- Door access systems
- CCTV
- Passenger and goods lifts
- Patient lifting equipment, hoists etc.
- Generator maintenance
- Security, fire alarm and emergency lighting systems
- Clock servicing

The above list is not necessarily exhaustive and the Council reserves the right to exclude other works from the Framework Agreement.

6. Working Hours

6.1. The majority of works will be required to be carried out during normal working hours, namely 08:00am to 17:00pm Monday to Friday, including during school holidays. However, the provider's particular attention is drawn to the fact that emergency work may, at the request of the Contract Administrator, be ordered outside normal working hours and during all statutory holiday periods (including Christmas and New Year). Out of hours rates shall apply for the following;

After 5pm, before 8am Monday to Friday
After 5pm Friday, before 8am Monday (i.e. weekend)
Public/Bank Holidays
Christmas Day
Boxing Day

New Year's Eve (after 5pm)
New Year's Day

6.2. Suppliers are requested to complete the pricing schedule (Volume 3) to include all relevant rates for the above.

This should be done separately for each Lot.

7. Performance Monitoring

- 7.1. DCC may monitor the performance of the works by the Contractor in accordance with the monitoring provisions and trigger points set out in Appendix 6 of this Agreement.
- 7.2. The Contractor shall co-operate, and shall ensure that its Sub-contractors co-operate, with DCC in carrying out the monitoring referred to in clause 5.1 at no additional charge to DCC.
- 7.3. If the Contractor considers that the DCC's monitoring of the works is unreasonable the Contractor may escalate the issue with DCC Property Operations Manager
- 7.4. If the Contractor reaches the trigger points stipulated in Appendix 6 then DCC at its absolute discretion may, acting reasonably, suspend the Contractor from the Framework as indicated.
- 7.5. The performance management criteria and targets will be agreed with all Framework Contractors at initial meeting.

8. Procurement Programme

Stage	Date(s) / time
ITT Form of Tender Issued	14 th June 2021
CLOSING DATE FOR SUBMISSION OF COMPLETED ITT FORM OF TENDER	12:00 16th July 2021
Report with recommendations	6 th August 2021
Cabinet Approval	21 st September 2021
Standstill period begins	21 st September 2021
Standstill Period Ends	1 st October 2021
Pre Contract Meetings Held	4 th October 2021
Contract commencement	18 th October 2021

This timetable is indicative only. Denbighshire County Council reserves the right to change it at its discretion.

9. Documents forming this ITT

9.1. DCC now invites your organisation to submit a tender in relation to Lots 1 to 6 in accordance with the instructions to Contractors set out in this ITT.

9.2. Contractors should note that the ITT comprise the following documents:

- 9.2.1. Invitation Document and Instructions to Contractors (Volume 1)
- 9.2.2. Specification (Volume 2)
- 9.2.3. Pricing Document (Volume 3)
- 9.2.4. Site Locations (Appendix 1)
- 9.2.5. Form of Tender (Appendix 2)
- 9.2.6. Evaluation Methodology and Criteria (Appendix 3)
- 9.2.7. Guidance Notes to Bidders (Appendix 4)
- 9.2.8. Framework Agreement (Appendix 5)
- 9.2.9. Service Delivery Performance Monitoring (Appendix 6)

9.3. Contractors should read all of the documents forming the ITT carefully and ensure that they respond to all mandatory questions within their Tender

9.4. Contractors should note that Tenders (and all supporting documents) must be submitted in their entirety via the Proactis e-tendering portal (referred to herein as the Tender Portal) in accordance with the Instructions to Contractors. Contractors will be informed how to access the Tender Portal as part of this procurement process. Any Tender that does not comply with the Instructions to Contractors may be rejected by DCC, whose decision in the matter shall be final.

9.5. Contractors should note that, if successful, their submitted Tenders will be annexed to the final Framework Agreement and become a contract document.

10. Evaluation

10.1. DCC will evaluate bids received to establish the most economically advantageous Tenders in terms of the criteria set out in Evaluation Methodology and Criteria Appendix 3 of this ITT on both cost and quality basis.

Instructions to Contractors

Tenders must be submitted in accordance with the following instructions to Contractors (referred to below as the Instructions).

Tenders that do not comply with these Instructions in any particular way may be rejected by the DCC whose decision in the matter shall be final.

1 Introduction

1.1 In accordance with the Restricted Tender procedure under the Regulations, Contractors are invited to submit a Tender in relation to the carrying out of the Works as described in the ITT to which these Instructions are attached. Words and expressions used in these Instructions have the meanings used in the ITT unless otherwise stated.

1.2 Tenders should be prepared under the same headings and in the same sequence as set out in ITT.

1.3 Contractors are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Contractor in connection with the preparation and submission of a Tender, and (in the case of acceptance of a Tender) in connection with the execution of the Contractor Framework Agreement and all and any relevant documents, shall be borne by that Contractor.

1.4 The attention of the Contractors is drawn to the Contractor Framework Agreement set out at Appendix 5. It is essential that Contractors are completely familiar with the contents of this document before compiling their Tender.

2 **Welsh language policy**

2.1 Tenders and all supporting documents must be completed in the Welsh or English language. However, any submissions made in the Welsh language will, prior to evaluation, be translated by DCC from Welsh to English. By lodging its submission in Welsh, a Contractor agrees that DCC shall have no liability whatsoever in relation to any wrongful, inaccurate or errors in translation into English.

2.2 Notwithstanding this, Contractors are required to adhere to the terms of the Welsh Language Scheme as approved by the Welsh Assembly Government by the Welsh Language Board under the Welsh Language Measure 2011 and all published guidance in respect of the same (as amended or supplemented by further legislation or guidance from time to time). Contractors will be required to comply with the Welsh language policy of DCC.

3 **Notice**

3.1 This ITT – which expression, for the purposes of this section 3, includes all other information made available to Contractors (both orally and in writing) during this procurement process – is being made available by DCC to all Contractors via the Tender Portal – <https://supplierlive.proactisp2p.com>

3.2 Contractors should note that whilst the information set out in this ITT and its supporting documents have been prepared in good faith, it does not purport to be comprehensive or to have been verified by DCC or their advisers.

3.3 No representation, warranty or undertaking (expressed or implied) is or will be made by DCC in relation to the accuracy, adequacy or completeness of this ITT and no reliance shall be placed on the same. No responsibility or liability is or will be accepted by DCC, or their advisers, affiliates, officers, servants or agents in respect of any error or misstatement in or omission from this ITT.

3.4 No information contained in the ITT shall form the basis for any warranty, representation or term of any contract placed by DCC with any Contractor in this process. Each Contractor (or any other person to whom this ITT is made available) is wholly responsible for undertaking all necessary due diligence in relation to this ITT and their individual Tender and making such investigations and taking such professional advice, as they deem necessary.

- 3.5 DCC, or their advisers, shall be liable for any costs or expenses incurred by any Contractor or other recipient of this ITT in connection with this procurement process. DCC accept no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused (including in negligence) arising from or in consequence of the use by Contractors of such information
- 3.6 The issue of this ITT in no way commits DCC to award any Contractor Framework Agreement (or any Building Contract subsequent thereto) pursuant to this procurement process.
- 3.7 DCC reserves the right to reject any or all of the Tenders from Contractors in relation to this procurement process and to terminate the process at any time at its absolute discretion.
- 3.8 DCC reserves the right to amend this ITT at any time by notice in writing to the Contractors at its sole discretion.
- 3.9 Contractors should note that their continued participation in this procurement process from the date of delivery of this ITT shall be deemed to constitute its agreement to and acceptance of the terms set out in this section 3. If a Contractor does not accept the terms of this section 3, it should immediately give notice of its withdrawal from the procurement process to DCC.
- 4 Queries**
- 4.1 Where a Contractor has any queries regarding this ITT, these should be raised in writing through the "Dialogue Tab" secure messaging element of the Tender Portal as soon as possible.
- 4.2 Queries must be received by DCC no later than seven (7) days before the Deadline (see paragraph 6 below). Where any such enquiry has been made, DCC will circulate to all Contractors a copy of the enquiry and DCC's written response should it be relevant, although anonymity will be preserved.
- 4.3 Should any alterations or additions to any of the information issued to the Contractors be deemed necessary prior to the Deadline, these will again be issued to the Contractors via the "Dialogue Tab" of the Tender Portal. Contractors will be required to acknowledge receipt of such amended information by return through the "Dialogue Tab".
- 4.4 The absence of such an acknowledgement may result in DCC treating any Tender submitted by that Contractor as being a qualified Tender and may therefore be rejected at its sole discretion.
- 4.5 Further details on the Tender Portal are set out in the Guidance Notes to Bidders Appendix 4 of this Volume 1.

5 Confidentiality

- 5.1 This ITT and all information supplied by DCC in connection with the ITT shall be treated as private and confidential and Contractors shall not, without the prior written consent of DCC, at any time make use of such information for its own purposes or disclose the fact that they have been invited to submit a Tender or release details of the ITT to any person (except as may be required by law or where such information is disclosed to their professional advisers, or for obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with the Tender).
- 5.2 Contractors shall not at any time release any information concerning the ITT and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with DCC in this connection for publication in the press or on radio, television, screen or any other medium.
- 5.3 Each Contractor warrants to DCC that no document that it prepares as part of its Tender shall infringe any Intellectual Property Rights (as such term is defined in the Contractor Framework Agreement). Each Contractor shall retain Intellectual Property Rights in all documents that it prepares as part of its Tender and DCC shall not copy or use any such documents other than for the purpose of evaluation of Tenders and selection of successful Contractors.
- 5.4 Each Contractor undertakes to indemnify DCC against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 5 of these Instructions.

6 Submission of Tenders

- 6.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the ITT.)
- 6.2 Tenders must not be qualified in any way apart from as allowed under the ITT and must be submitted strictly in accordance with the ITT, including these Instructions.
- 6.3 Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering a Tender equivocal and/or placing it on a different footing from other Tenders.
- 6.4 Contractors must prepare and submit their Tenders (and all supporting documents) in their entirety via the Tender Portal (<https://supplierlive.proactisp2p.com> Postal or submissions by electronic mail (or submissions in any other medium) **will not** be accepted. Failure to submit a Tender via the Tender Portal **will result in the rejection** of the Tender.
- 6.5 Tenders must be:
- 6.5.1 submitted to DCC via the Tender Portal by no later than **the closing date and time as identified within the Portal** or such later date as DCC notifies to the Contractors (the **Deadline**); and

- 6.5.2 be kept open and valid for acceptance for at least four (4) months after the return of Tenders or such longer period as may be agreed with DCC.
- 6.6 Contractors should note that the Tender Portal **will not** allow Contractors to submit Tenders after the Deadline. Any Tenders (or other supporting documents) received after the Deadline will not be considered for acceptance and will be rejected by DCC.
- 6.7 All monetary amounts should be stated in British pound sterling and exclusive of Value Added Tax.
- 6.8 The Form of Tender must be signed:
- 6.8.1 where the Contractor is an individual, by that individual;
- 6.8.2 where the Contractor is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney; or
- 6.8.3 where the Contractor is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose; and
- 6.9 Each Contractor shall produce forthwith upon request by DCC documentary evidence of any authorisation referred to in section 6.8 of these Instructions.
- 6.10 Contractors should note that the Contractor Framework Agreement (and any Building Contract entered into under the same) its formation, interpretation and performance, shall be subject to and interpreted in accordance with the laws of England and Wales.
- 6.11 Guidance notes on the Tender Portal are set out at Appendix 4.

7 **Stage 2 qualitative evaluation**

7.1 **Introduction and instructions for completion**

- 7.1.1 Contractors are required to respond to each of the Stage 2 questions via the Portal.
- 7.1.2 Cross-referencing of information will not be accepted and full responses for each question must be provided.
- 7.1.3 Where the word count specified for a question is exceeded anything in excess of the word count will not be evaluated.
- 7.1.4 Tenders will be evaluated in accordance with the evaluation methodology set out at Appendix 3.
- 7.1.5 All responses must be in Arial font, font size 10

- 7.1.6 Any marketing materials or any other unrequested attachments will not be considered as part of the evaluation.
- 7.1.7 **Contractors should note that their responses should be Specific, Measurable, Achievable, Realistic and Time-based (SMART).**
- 7.1.8 For the purpose of the Stage 2 questions, the terms "Contractor," "you" and "your organisation" are used to refer to individual Contractors or partnerships whichever applies to your organisations.

8 **Rejection of Tenders**

8.1 Any Tender or other documents submitted by any Contractor in respect of which the Contractor:

- 8.1.1 fails to use the English or Welsh language (subject to paragraph 2 of these Instructions); or
- 8.1.2 fails to state monetary amounts in British pounds sterling, exclusive of VAT; or
- 8.1.3 fails to sign the Anti-Collusion Certificate and/or Confidentiality Undertaking; or
- 8.1.4 attempts to enter into any pre- or post-award negotiation,

shall **not** be considered for acceptance and shall accordingly be rejected by DCC always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to DCC in respect thereof or to any criminal liability that such conduct by a Contractor may attract.

8.2 Each Contractor undertakes to indemnify DCC and to keep DCC indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 10 of these Instructions.

8.3 Contractors should note that the satisfaction of any minimum requirements as stated in the ITT is a continuing requirement and each Contractor is obliged to provide DCC with details of any changes to the information provided by it in respect of its Tender following the submission of the same.

In the event that DCC becomes aware that a Contractor does not satisfy (or no longer satisfies, due to a change in circumstances following submission of its Tender) the minimum requirements of DCC as set out in this ITT during the procurement process, DCC reserves the right to make further enquiries of the Contractor on this issue and if DCC at its sole discretion determines that the Contractor does not satisfy (or no longer satisfies, as the case may be) such minimum requirements, DCC may at its sole discretion disqualify that Contractor from the procurement process.

9 Non-consideration of tenders

9.1 DCC may in its absolute discretion refrain from considering a Tender if either:

9.1.1 in any respect, it does not comply with the requirements of the ITT including these Instructions; or

9.1.2 it contains any significant omissions.

10 Contractor's warranties

10.1 In submitting a Tender, each Contractor warrants, represents and undertakes to DCC that:

10.1.1 it has not done any of the acts or matters referred to in section 8.1 above and has complied in all respects with these Instructions; and

10.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to DCC by the Contractor, their employees or agents in connection with or arising out of the tenders are true, complete and accurate in all respects;

10.2 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tenders;

10.3 it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Pricing Document and included in its Tenders;

10.4 it has full power and authority to enter into a Contractor Framework Agreement and undertake the Works;

10.5 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, premises, goods and materials and other resources available to it to carry out the Works;

10.6 it will obtain all necessary consents, licences and permissions to enable it to carry out the Works and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and

10.7 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by DCC and that is for the time being in the possession of the Contractor.

11 Executing the Contractor Framework Agreement

11.1 If you are successful in this Tender, DCC will issue a letter accepting your Tender and this may (at DCC's discretion) constitute a binding contract between DCC until the Contractor Framework Agreement is prepared and executed.

11.2 By submitting a Tender, Contractors undertake that, in the event of their Tender being accepted, they will within fourteen (14) days of being called upon so to do by DCC (or such other period as notified to the successful Contractor(s) in writing by DCC), execute the final form of Contractor Framework Agreement as a deed.

11.3 Failure by a successful Contractor to execute the Contractor Framework Agreement within the time period specified above may render the acceptance of that Contractor's Tender voidable at the sole discretion of DCC.

12 **Freedom of Information Act**

12.1 DCC will have regard to the relevant provisions of the Freedom of Information Act 2000 in considering the requests to participate and subsequent Tenders. If you consider that any of the information supplied by your organisation is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will in response to "Freedom of Information" requests, be examined in the light of the exemptions provided in the Freedom of Information Act 2000.