

**TERM SERVICE CONTRACT**

**FOR**

**REPAIR AND MAINTENANCE TO**

**COUNCIL OWNED VOID PROPERTIES**

**- RETENDER**

**PROJECT NO. CM192**

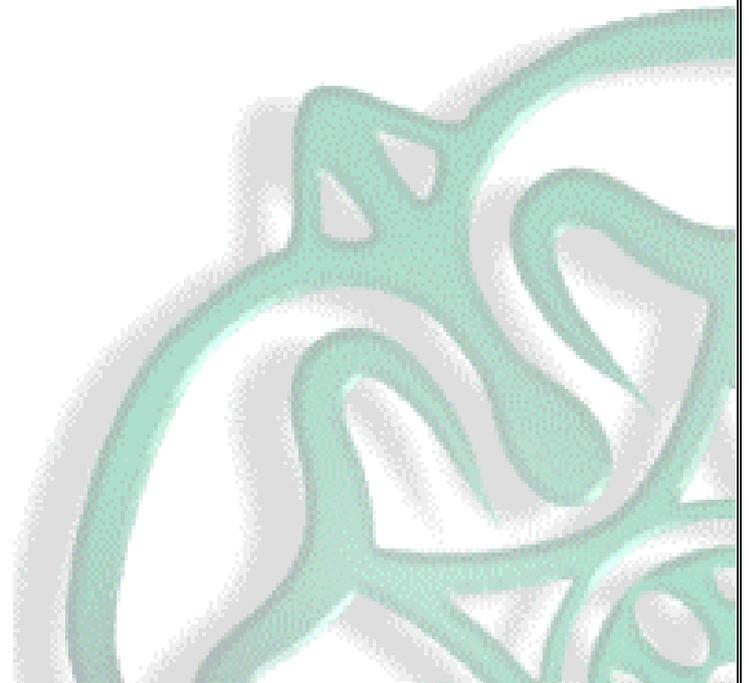
**VOLUME 1**

**INSTRUCTIONS TO TENDERERS**



**EAST RIDING**  
OF YORKSHIRE COUNCIL

Housing Maintenance  
Beverley Depot  
Annie Reed Road  
Beverley  
HU17 0LF



**TERM SERVICE CONTRACT FOR REPAIR AND MAINTENANCE TO COUNCIL OWNED VOID PROPERTIES - RETENDER**

**VOLUME 1**

**Contents**

**Instruction To Tenderers**

1	INTRODUCTION AND INSTRUCTIONS TO TENDERERS .....	4
2	CRITERIA TO BE USED IN THE ASSESSMENT OF TENDERS.....	15

## VOLUME 1 PART 1

### INTRODUCTION AND GENERAL INSTRUCTIONS TO TENDERERS

#### Contents

1.1	Brief Description of the Service – Proposed Procurement Information.....	4
1.2	Proposed Procurement Timetable .....	4
1.3	Status of Instructions.....	4
1.4	Documents Issued.....	4
1.5	Alterations and Additions.....	5
1.6	Doubts, Obscurities and Interpretations.....	6
1.7	Completion of Documents .....	6
1.8	Sufficiency and Accuracy of Tenders .....	6
1.9	Incurred Expenses .....	7
1.10	Third Party Issues .....	7
1.11	Pricing and Payment .....	7
1.12	Return of Tenders .....	7
1.13	Period for Acceptance of Tender .....	8
1.14	Qualified Tenders .....	9
1.15	Errors in Tenders .....	9
1.16	Tender Acceptance .....	9
1.17	Tenderer’s Warranties.....	10
1.18	Tender Submission Checklist .....	10
1.19	Scope.....	10
1.20	Canvassing .....	10
1.21	Competition.....	11
1.22	Publicity.....	11
1.23	Confidentiality.....	11
1.24	Bribery and Corruption .....	11
1.25	Disclosure of Information under the Freedom of Information Act 2000 .....	11
1.26	Whistleblowing .....	12
1.27	Transparency .....	13
1.28	VAT .....	13
1.29	Transfer of Undertakings (Protection of Employment) Regulations (TUPE).....	13

# 1 **INTRODUCTION AND INSTRUCTIONS TO TENDERERS**

STRICT COMPLIANCE WITH THESE INSTRUCTIONS IS REQUIRED TO MINIMISE DELAYS IN TENDER APPRAISAL AND AWARD

## 1.1 **Brief Description of the Service – Proposed Procurement Information**

<b>Contract Title</b>	<b>Project No. CM192 Term Service Contract for Repair and Maintenance to Council Owned Void Properties - Retender</b>
<b>Form of Contract</b>	<b>NEC4 Term Service Contract June 2017 with amendments January 2023</b>
<b>Duration</b>	<b>Initial contract duration of 3 years with optional annual renewal up to a maximum total of 6 years. Renewals will be made by and at the sole discretion of the Client.</b>
<b>Value</b>	<b>Estimated total value of Contract £1,700,000 per annum Estimated contract value over 6 Years £10,200,000</b>
<p><b>Service Scope</b>                  To carry out repair and maintenance works to council owned void properties located within the geographical boundaries of the East Riding of Yorkshire.                   The East Riding of Yorkshire Council owns and controls approximately 12,000 properties with more properties being added on a regular basis. The contract scope requires the successful supplier(s) to provide a qualified and experienced team to carry out all repair and maintenance works to Void Properties under Objectives 1-12. Working restrictions will apply.                   Successful Tenderers may be required to carry out works at any location within the East Riding of Yorkshire.   <b>PLEASE NOTE:</b> The contract requires all objectives of the scope to be undertaken, either directly by the successful supplier or their nominated subcontractor.                  The Council is unable to guarantee this value or any volume of work. The tenderer must make whatever investigations/enquiries deemed necessary to ascertain a fully inclusive tender capable of fulfilling the specified requirements. Estimated order quantities are as indicated on the pricing schedule.                  The successful contractor is expected to provide labour only for the majority of works; materials are to be collected from the relevant 'Stores' depots.</p>	

## 1.2 **Proposed Procurement Timetable**

<b>Period</b>	<b>Activity</b>
04 August 2025	Tender Issue Date
01 September 2025	Tender Return Date
October 2025	Tender Assessment Completion
December 2025	Contract Award
01 January 2026	Contract Start

## 1.3 **Status of Instructions**

**1.3.1** Failure to comply with these Instructions will be recorded in the appraisal report and may result in rejection of this Tender.

## 1.4 **Documents Issued**

**1.4.1** The Tender Documents are issued in electronic format.

**1.4.2** The Tender Documents comprise:

Volume 1 Instructions to Tenderers

- Part 1 Introduction and General Instructions to Tenderers
- Part 2 Criteria to be used in the Assessment of Tenders

Volume 2 Conditions of Contract

- Part 1 Contract Data Part One
- Part 2 Scope
- Part 3 Affected Properties
- Part 4 Health and Safety
- Part 5 Key Performance Indicators
- Part 6 Appendices
- Appendix 1 Low Service Damages
- Appendix 2 Property Schedule
- Appendix 3 Area Map
- Appendix 4 ERYC Lettable Standard (Draft Version)

Volume 3 Tender Submission

- Part 1 Conditions of Participation (Minimum Standards)
- Part 2 Award Criteria - Quality Submission
- Part 3 Form of Tender, Contract Data Part Two and FOI Schedule
- Part 4 Price Lists and Estimated Quantities

Common Assessment Standard (Version 4.1)

Form to Complete

## 1.5 Alterations and Additions

**1.5.1** Alterations or additions to the Tender should not be needed. However, the Council reserves the right to issue Tender Amendments detailing any changes to the Tender Documentation or tender process. Should any alteration or addition to the documents issued to Tenderers be deemed necessary, at any time after the issue of the Tender Documentation and before the closing date for the submission of Tenders; it will be issued by the Client in the form of a numbered addendum to all Tenderers. Tenderers must take these amendments into account in the preparation of their tender submission. The Client may extend the Tendering period by means of an addendum to the Tender.

**1.5.2** No such issues will be made within **6 days** prior to the stated or amended Tender return date. Any such alteration or addition issued during the Tender period must be recorded in the Form of Tender and included in the Tender.

**1.5.3** Only a person named in the letter of invitation to tender, or a replacement /additional person notified in writing by the Client to Tenderer, has the Clients authority to issue any information or give any verbal or written explanation as to the meaning of any of the Tender Documents, including the issue of addenda to the Tender Documents.

**1.5.4** In the event that discrepancies are discovered within the Tender Documentation, the Tenderer should notify the council via the YORtender (MerCell) System, using the “Messaging” function under this tender.

**1.5.5** If for any reason it is not possible to use the “**Messaging**” function on YORtender (MerCell), the Tenderer should notify the council in writing (letter or e-mail) at least **6 days** before the due date for return of Tenders, using the contact details below.

Julie Tierney  
Construction Officer  
Construction Management Services  
East Riding of Yorkshire Council  
County Hall

Beverley HU17 9BA

[julie.tierney@eastriding.gov.uk](mailto:julie.tierney@eastriding.gov.uk)

## 1.6 Doubts, Obscurities and Interpretations

**1.6.1** All queries regarding the Tender Documentation which may have a bearing on the offer to be made should be raised via the YORtender (Mercell) System, using the “Messaging” function under this tender.

**1.6.2** If for any reason it is not possible to use the “Messaging” function on YORtender (Mercell), all queries should be made in writing (letter or e-mail) by the Tenderer at least 6 days before the due date for return of Tenders, using the contact details in 1.5.5 above.

**1.6.3** Questions or requests for clarification from Tenderer’s to the Client will be treated confidentially when they do not have a material impact on the tender or when the Client agrees that there are legitimate commercial reasons for giving the additional information only to the Tenderer submitting the question. Otherwise the questions asked and the answers given may be circulated to all Tenderers’.

**1.6.4** Should any alteration or addition to the Tender documents be deemed necessary by the Client prior to the date for return of the Tender it will be issued via the YORtender (Mercell) System in the form of a numbered addendum to all the Tenderer’s by a person complying with clause 1.5.3.

- No such issues will be made within **6 days** prior to the date for return of Tenders or, if an amended Tender return date is notified, within **6 days** prior to the amended date for return of the Tender.
- Any such alteration or addition issued during the Tender period shall be recorded in the Tenderer’s offer and included in the Tender.
- Tenderers will be required to acknowledge receipt of any addendum.

## 1.7 Completion of Documents

**1.7.1** Tenderers are required to complete the **Volume 3 Tender Submission** documents and any other information specifically required in the Instructions to Tenderers or an addendum issued under clause 1.5.1 above and return them to the Client (see section 1.12 of these Instructions).

**1.7.2** NO UNAUTHORISED alteration or addition should be made to the Tender Documents. Tenders must be submitted strictly in accordance with the Tender Documents and these Instructions for Tendering.

**1.7.3** Except for Addenda issued by the Client and as referred to in clause 1.5.1 above:

- Pages are not to be added to or removed from the Tender Documents issued.
- The Tender documents are not to be otherwise amended.

Any additional documentation, which has not been specifically requested, will not be considered.

## 1.8 Sufficiency and Accuracy of Tenders

**1.8.1** Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to all matters relating to the scope of the work to be carried out in their resulting tender submission.

**1.8.2** Tenderers are reminded to check the accuracy of their Tender prior to submission thereof.

**1.8.3** The Council reserves the right to disqualify incomplete Tenders.

**1.8.4** Tenderers shall familiarise themselves with all regulations, byelaws, and all other factors that may affect their Tender.

## **1.9 Incurred Expenses**

**1.9.1** The Council shall not be responsible for, or pay any losses or expenses which may be incurred by the Tenderer in the preparation and submission of their Tender, including (but not limited to) the attendance at any pre or post tender meetings, the delivery of any presentations by the Tenderer to the Council in relation to their proposal, site visits or other negotiations.

**1.9.2** The Council will not accept claims for additional charges relating to the work made by the Tenderer after acceptance of the Tender if, in the reasonable opinion of the Council, such additional charges should have been established by proper inspection of the Tender Documentation prior to tendering.

## **1.10 Third Party Issues**

**1.10.1** The Tenderer should provide any potential third parties it appoints to assist with the Contract with all necessary technical and commercial information to enable such third parties to accurately quote to the Tenderer.

**1.10.2** It is the policy of the Council not to respond to any direct approach from such potential third parties seeking details about a particular Invitation to Tender.

**1.10.3** Tenderers must declare the share of any contract they intend to sub-contract and list any proposed third parties in their Tender submission.

## **1.11 Pricing and Payment**

**1.11.1** The Tenderer should complete the enclosed Form of Tender and/or Schedule of Prices noting the following:

The currency in which all prices, costs or rates stated on the Form of Tender and/or Schedule of Prices must be quoted in Pounds Sterling and whole pence (i.e., to two decimal places).

All prices quoted should be exclusive of Value Added Tax (VAT).

## **1.12 Return of Tenders**

**1.12.1** Submission of your Tender to the Client must only be made electronically through the "My Response" section of the YORtender (Mercell) System at <https://yortender.eu-supply.com> (ie tenders will not be accepted through the messaging function or any other form of email/ electronic mailing function or cloud based system). Submissions by any other means will not be considered by the Council. Tender information, submissions or any other supporting information relating to a tender submission will not be accepted if submitted as part of any 'discussion' or attached to any direct email to the Council. For further information, guidance or support in using the YORtender (Mercell) System please email [uksupport@eu-supply.com](mailto:uksupport@eu-supply.com) or by phone by contacting **0800 840 2050**.

The closing date for receipt of tenders and supporting documentation is as noted in the Invitation to Tender letter.

References to tender information that can be accessed on external systems and not provided with the tender submission must be returned strictly in accordance with the requirements of Volume 3 Tender Submission.

**1.12.2** In circumstances where the YORtender (Merzell) System becomes unavailable, the Council reserves the right to extend this deadline to cover the additional time lost.

**1.12.3** Late Tenders may be accepted in exceptional circumstances and only following agreement of the Director of Legal and Democratic Services. Please allow yourself adequate time to submit your documents via YORtender (Merzell). Please check your username and password at least the day before returning the document, so any problems with your security username and password can be resolved before you lodge your response.

**1.12.3.1** Where various documents are submitted, the document titles you use when saving your submission should be the same as those used in the Tender Document and be sequentially numbered to match the order of appearance in the Tender Document.

**1.12.3.2** Documents should not be embedded within other documents and should be saved as separate individual documents

**1.12.3.3** The content of any document in the Invitation to tender must not be amended or altered in any way, as this may invalidate the submission.

**1.12.4** It is the Tenderer's responsibility to familiarise itself with how to use the YORtender (Merzell) System to submit its Tender and to do this in sufficient time to ensure that it can complete its submission before the deadline. The Tenderer is to ensure that it allows adequate time to submit its Tender response via the YORtender (Merzell) System and also that it is in possession of its username and password prior to submitting any Tender documentation. The YORtender (Merzell) System allows tenderers to view the documents that they have submitted at any time, which acts as a confirmation that the documents have been lodged. The Council will not accept any claims from the Tenderer on the basis that there was insufficient time to upload the documents.

**1.12.5** An E-mail confirming submission will be sent from YORtender (Merzell) to the E-mail address registered under your Company Profile. Confirmation of the exact time of receipt of the submission will be displayed on screen by the portal clock.

**1.12.6** Electronic signatures are not required where Tender submissions are made electronically. (Directive 1999/93/EC – A Community Framework for Electronic Signature (13th December 1999). Wherever a signature is required within the documents, please enter the name of the appropriate person.

If a Tenderer decides that it does not wish to submit a Tender it should, without delay, inform the Council with its reasons.

## **1.13 Period for Acceptance of Tender**

**1.13.1** The Tender will be deemed to remain open for acceptance or non-acceptance for not less than 150 days reckoned from the closing date for the return of Tenders given in the letter of invitation, or such later amendment. The Council may accept the Tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any Tender.

## **1.14 Qualified Tenders**

**1.14.1** Tenders must not be qualified and must be submitted strictly in accordance with the Tender Documentation. The Tender must comprise the documents specified in clause 1.4.2. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender Documentation as issued (or subsequently amended by the Council) will be accepted for consideration. The Council's decision on whether or not a Tender is acceptable will be final and the Contractor concerned will not be consulted. Qualified tenders will be excluded from further consideration and the Tenderer notified unless otherwise provided by law.

## **1.15 Errors in Tenders**

**1.15.1** If there has been a clear and obvious error in pricing (e.g., an arithmetical error) against a specific item, the Tenderer will be given the option to confirm the tender, withdraw the tender or to amend the tender to correct the relevant error only.

**1.15.2** Where the figures entered by the Tenderer are required to add up to a pre-stated total in the Tender documents then the pre-stated total shall prevail and each of the contributing figures entered by the Tenderer will be corrected by an adjustment in the same proportion as the sum of the Tendered contributing values varies from the pre-stated total.

**1.15.3** Tenderers should enter a rate or price against every applicable item. The word 'nil' shall be deemed to have been entered against any item where the tenderer has left the rate or price column blank. It will be assumed that blanks, 'nil,' 'included' etc. means that the tenderer considers that money for that item has been allowed for elsewhere in the tender.

**1.15.4** Subject to paragraph 1.15.3 above, if, at any time during the evaluation process, the Council discovers that any information or documentation submitted by the Tenderer is or appears to be incomplete or erroneous, or missing, the Council may (but shall not be obliged to) ask the Tenderer to submit, supplement, clarify or complete the relevant information or documentation subject to the principles of transparency, equal treatment and non-discrimination.

**1.15.5** Tenderers may be required to attend post tender interviews, at their own expense, for evaluation purposes if required.

## **1.16 Tender Acceptance**

**1.16.1** The Client does not undertake to accept the lowest or any tender. A letter of acceptance will be sent by post to the successful Tenderer. Acceptance of the Tender shall be under the hand of a Designated Officer of the Client. These are as follows:

- Executive Director of Communities and Environment (£1m to Procurement Act 2023 Thresholds)
- Director of Housing, Transportation and Public Protection (any Tender up to £1m), or equivalent
- Head of Housing and Safe Communities, and Head of Construction Services (any Tender up to £100,000), or equivalent

Tender acceptance shall be deemed to have been received by the successful Tenderer in the due course by notification to the address of the successful Tenderer shown in its offer.

**1.16.2** Unsuccessful Tenderers will also be advised.

**1.16.3** All works subsequently instructed and carried out under this Contract will be reimbursed in accordance with the provisions of this Contract.

**1.16.4** The Tender together with the Clients written acceptance shall constitute a binding agreement between a successful Tenderer and the Client. If and when required by the Client, the Tenderer will execute a formal agreement with the Client.

## **1.17 Tenderer's Warranties**

**1.17.1** In submitting its tender, the Tenderer warrants, represents and undertakes to the Council that:

**1.17.1.1** All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the tender.

**1.17.1.2** It has the full power and authority to enter into the contract and perform the obligations specified in the Council's Contract Terms and Conditions and will, if requested, produce evidence of such to the Council.

**1.17.1.3** It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Tender Documentation.

## **1.18 Tender Submission Checklist**

**1.18.1** Please refer to Volume 3, Tender Return Checklist.

## **1.19 Scope**

**1.19.1** Information established in connection with the proposed Contract is contained in Parts 2 - 5, plus appendices, of the Volume 2 document. The information is either issued to accompany the Tender Documents or identified as being available for inspection by the Tenderer.

- Every reasonable endeavour has been made to check the information; however, the Client does not guarantee its accuracy or completeness.
- The Tenderer is responsible for assessing the implications of the information and making appropriate allowance for these in its Tender.

If the Tenderer requires further information in connection with its Tender, the Tenderer is responsible for obtaining this.

## **1.20 Canvassing**

**1.20.1** The canvassing of any Member or Officer of the Client for the acceptance of any offer will disqualify the person or firm by or on whose behalf the canvassing is carried out. In the event that such canvassing is discovered, then this would provide grounds for the immediate termination of the Contract.

## **1.21 Competition**

**1.21.1** Tenderers shall not fix the amount of the Tender (or the rate and prices quoted) by agreement with any person and shall not communicate to anyone other than the Council the amount or approximate amount or terms of their proposed tender (other than in strict confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).

**1.21.2** Tenderers' attention is drawn to the provisions of Chapter 1, Part 1 of the Competition Act 1998.

## **1.22 Publicity**

**1.22.1** No publicity or other information relating to this project is to be released by any Tenderer without the prior written approval of the Council.

## **1.23 Confidentiality**

**1.23.1** The Tenderer shall treat the Tender Documentation as private and confidential.

**1.23.2** The Tenderer shall not disclose either:

**1.23.2.1** the fact that they have been invited to tender or release details of the Contract; or

**1.23.2.2** details of their Tender in whole or in part prior to the award of the Contract by the Council or on receipt of notification that the Tender has not been accepted as the case may be, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

## **1.24 Bribery and Corruption**

**1.24.1** The Client may cancel the Tender and recover from the relevant Tenderer the amount of any loss resulting from such cancellation, if a Tenderer shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the Tender or any other Tender or Contract with the Client or showing or forbearing to show any favour or disfavour to any person in relation to the Tender or any other Tender or Contract with the Client, or if the like acts shall have been done by any person employed by such Tenderer or acting on his behalf (whether with or without his knowledge), or if in relation to any Contract with the Client, such Tenderer or person employed by them or acting on their behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

## **1.25 Disclosure of Information under the Freedom of Information Act 2000**

**1.25.1** The Freedom of Information Act 2000 (FOIA) gives a right of access by any person (including companies) to information held by the Council, which could include information relating to or submitted as part of a tendering process. Certain information may be exempt on the grounds of confidentiality or commercial sensitivity.

**1.25.2** The Council encourages all Tenderers to visit the Information Commissioners website at <http://www.ico.org.uk/> for further information on the FOIA and its effect on public authorities, suppliers and service providers in relation to the disclosure of

information in respect of public sector tendering and contracts and specifically to access Awareness Guidance Document No. 2 (Confidential Information) and Awareness Guidance Document No. 5 (Commercial Interests) on the application of the exemptions from disclosure under the FOIA.

**1.25.3** Tenderers should indicate, by way of completing the Freedom of Information Schedule in Volume 3, Part 3, with supporting reasons, the parts of their tender submission and contract which the Tenderer considers is commercially sensitive under Section 43 of the FOIA and/or confidential under Section 41 of the FOIA should a Freedom of Information (FOI) request be received by the Council. Tenderers are required to complete all sections of the Freedom of Information Schedule and return it with your Tender bid.

**1.25.4** The Council, in order to preserve the integrity of the tendering process and to respect the commercial and competitive positions of Tenderers, will endeavour to treat details of tenders marked as confidential and commercially sensitive at least until the contract has been awarded to the successful service provider / supplier. In the event that the Council receives a FOI request following the contract award stage of a tendering process and the Council considers that on the merits and in the light of relevant circumstances that any of the information is not covered by an exemption, then the Council, following consultation with the Tenderer, shall be entitled to refer the matter for determination by the Information Commissioner prior to any disclosure.

## **1.26 Whistleblowing**

**1.26.1** The Council is committed to the highest possible standards of openness, probity and accountability and will take all steps possible to prevent and eliminate fraud and corruption whether it is attempted on the Council or from within it.

**1.26.2** In line with that commitment any economic operator or any of its employees, servants, sub-contractors, suppliers or agents or anyone acting on its behalf with any concerns about any aspect of the Council's work is required to come forward and voice those concerns.

**1.26.3** The Council has in place a whistle blowing policy, enabling anyone with concerns to report confidentially something that:

- Is unlawful; or
- Is against the Council's Constitution or policies; or
- Falls below established standards or practice; or
- Amounts to improper conduct.

Examples of malpractice in this context may include concerns about possible corruption, financial irregularities, bias within the tender process, bribery or health and safety breaches.

This whistle blowing policy can be found on the council's website:

<http://www2.eastriding.gov.uk/council/governance-and-spending/fraud-and-corruption/whistle-blowing/>

Concerns can be reported in writing or by telephone to the Audit and Technical Manager on 01482 394105, the Executive Director of Corporate Resources or Chief Executive.

The Council also has a confidential whistle blowing telephone facility, where information can be left anonymously if required – telephone 01482 394123 or email [whistleblower@eastriding.gov.uk](mailto:whistleblower@eastriding.gov.uk)

Alternatively the National Audit Office (an independent body) may be contacted via a special telephone line on 020 7798 7999 or email <https://www.nao.org.uk/contact-us/whistleblowing-disclosures/>

**1.26.4** There is an expectation and requirement that all individuals and organisations associated in whatever way with the Council will act with integrity, and that Council staff at all levels will lead by example in these areas.

**1.26.5** Economic Operators dealing with the Council can expect to be dealt with in an open, fair and transparent manner, in accordance with the Council's contract procedure rules which can be found in the Council's Constitution available on the website.

## **1.27 Transparency**

**1.27.1** The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of this contract, and any schedules to this contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.

**1.27.2** Notwithstanding any other term of this contract, the Contractor hereby gives its consent for the Council to publish the contract in its entirety, including from time to time agreed changes to the contract, to the general public in whatever form the Council decides.

## **1.28 VAT**

**1.28.1** The Client is an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Issue us with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge.

## **1.29 Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

**1.29.1** Transfer of Undertakings (Protection of Employment) Regulations (TUPE) 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 ("TUPE")

**1.29.2** At the time of inviting Tenders the Client considers that TUPE does not apply to this particular contract in respect of the current service provider's employees.

## VOLUME 1 PART 2

### CRITERIA TO BE USED IN THE ASSESSMENT OF TENDERS

#### Contents

2.1	Assessment of Tenders.....	15
2.2	Stage 1- Conditions of Participation (Minimum Standards).....	15
2.3	Stage 2- Award Criteria (Financial/ Quality Assessment).....	16
	2.3.1 Financial Scoring.....	16
	2.3.2 Quality Scoring.....	16
2.4	Final Weighting .....	16

## **2 CRITERIA TO BE USED IN THE ASSESSMENT OF TENDERS**

### **2.1 Assessment of Tenders**

The Client does not bind itself to accept any Tender received. Tenders must remain open for acceptance for a minimum of 150 days from the date for the return of tenders given in the letter inviting them, or such later amendment. Tenderers should note that by virtue of this tender invitation the Client is not in any way obliged to proceed with the service as outlined in the tender documents.

Where an award is made it will be on the basis of the "Most Advantageous Tender" as set out in this section and is subject to satisfying minimum standards as set out in Volume 3, Part 1.

The Client, in evaluating Tenders, will take into account the following criteria in assessing whether a Tender is the most advantageous:

- Stage 1 - Conditions of Participation (Minimum Standards Assessment)
- Stage 2 - Award Criteria (Price/ Quality Assessment)

Failure to comply with the Instructions to Tenderers and achieve minimum standards may result in disqualification of the Tender.

### **2.2 Stage 1- Conditions of Participation (Minimum Standards)**

There are a number of Minimum Requirement levels that must be attained by the Tenderer to meet the Minimum Standards. Tenderers are to complete:

- The Find a Tender Service is a government portal that all suppliers are required to register with in order to bid for contracts. Suppliers are required to generate a Unique Public Procurement Organisation Number (PPON) and provide a download of their information (refer to Volume 3 Table B Question 11.1). To generate this requires registration at the following address <https://www.find-tender.service.gov.uk/Search>
- The Common Assessment Standard Question Set (CAS) document issued as tender document 'Common-Assessment-Standard-Question-Set-Version-4.1 – ERYC', subject to the requirements set out in the instruction for completion in Volume 3. This element is assessed as Pass/ Fail as set out in Volume 3 TABLE A.
- ERYC Supplementary Questionnaire included in Volume 3 TABLE B. This element is assessed as Pass/Fail as set out in Volume 3 TABLE A except for the scored sections as set below.

ERYC Supplementary Questions relating to Q11.23 Contractual Experience and Q11.24 References are scored.

Please see table below for Minimum Standards scoring summary.

<b>Volume 3 Table</b>	<b>Points Available</b>
Table 11.23: Contractual Experience	100
Table 11.24: References	100
Maximum Total Points Available	200
<b>Minimum Points required to progress to stage 2</b>	<b>100</b>

Tenderers who receive a Fail for any minimum standards section or who score less than 100 points overall will not have their tenders progressed to Stage 2 of the tender assessment process.

## **2.3 Stage 2- Award Criteria (Financial/ Quality Assessment)**

### **2.3.1 Financial Scoring**

The financial scoring of Tenders will be made using the Tendered Total of the Prices as stated in "Part Two- Contract Data provided by the Contractor". This information will be transferred to a Tender comparison summary.

The lowest Tendered Total of the Prices will be given 100 marks and all the other Total amounts will have one mark deducted for each percentage point by which the amount exceeds that of the lowest. Percentage calculations will be to two decimal places. The lowest possible score will be zero.

The Client will check the Estimated 6 Year Total using the estimated quantities and net costs in the Price Lists evaluated at the prices and percentages quoted by the Tenderer. See 1.15 for information relating to errors in tenders.

The Tenders will be ranked in accordance with their cumulative scores. Highest marks rank the highest.

If the assessment establishes that a bond or guarantee is required, any pricing must already include for this. No amendment of prices will be permitted.

The Client is not bound to accept the lowest or any tender. The Client may also reject a tender if, in the opinion of the Client, the rates/prices are so low that the work cannot be performed for them or are so high that expenditure of public monies cannot be justified.

### **2.3.2 Quality Scoring**

Quality scoring will be assessed as set out in Volume 3 Part 2 Quality Submission. A separate quality score will be awarded to each Tenderer. The highest quality score from all the tenders received shall be awarded 100 points. The quality scores of all other tenders shall be expressed as a percentage of the highest score to two decimal places.

## **2.4 Final Weighting**

The maximum score available is 100 points for Financial and 100 points for Quality assessments, before the application of the Final Weighting. The Final Weighting for the overall scoring will be 70% of the Financial Scoring and 30% of the Quality Scoring. The Tenders will be ranked in order of the total score achieved (highest score ranks first).