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## Background

The Procurement Officer has undertaken a review of Council's Procurement Control Limits and related Standing Orders to ensure they are both up to date and following best practice. This follows the Procurement Officer's recent involvement in the production of a Local Government Procurement Strategy as part of an ICE working group. The Procurement Strategy sets out the main issues to be addressed in bringing forward a consistent approach to procurement across the sector.

## Introduction

The Procurement Handbook has been compiled to incorporate all procurement guidance notes and standard documentation which may be required by officers. Please contact the procurement section if you have any queries or if you wish to receive either a one to one training session on the handbook or awareness training for your section.

## Procurement Control Limits

### Procurement Control Limits from 1 April 2015

Up to £3,000	No quotation necessary
£3,000 to £15,000	Seek three written quotations
£15,001 to £30,000	Seek four written quotations
Over £30,000	Public Tender

**If it is not possible to obtain the prescribed number of quotations the attached "Deviation from Procurement Procedure form" should be duly completed to ensure good governance and a proper audit trail.**

For consistency, and for the benefits highlighted on the introduction of electronic tendering, such as reduction of paper, **all tenders over £30,000 must be issued through the eSourcing NI electronic tendering system.** This would also provide a full audit trail of the process. A final check of all documentation would be carried out by the procurement section before issue.

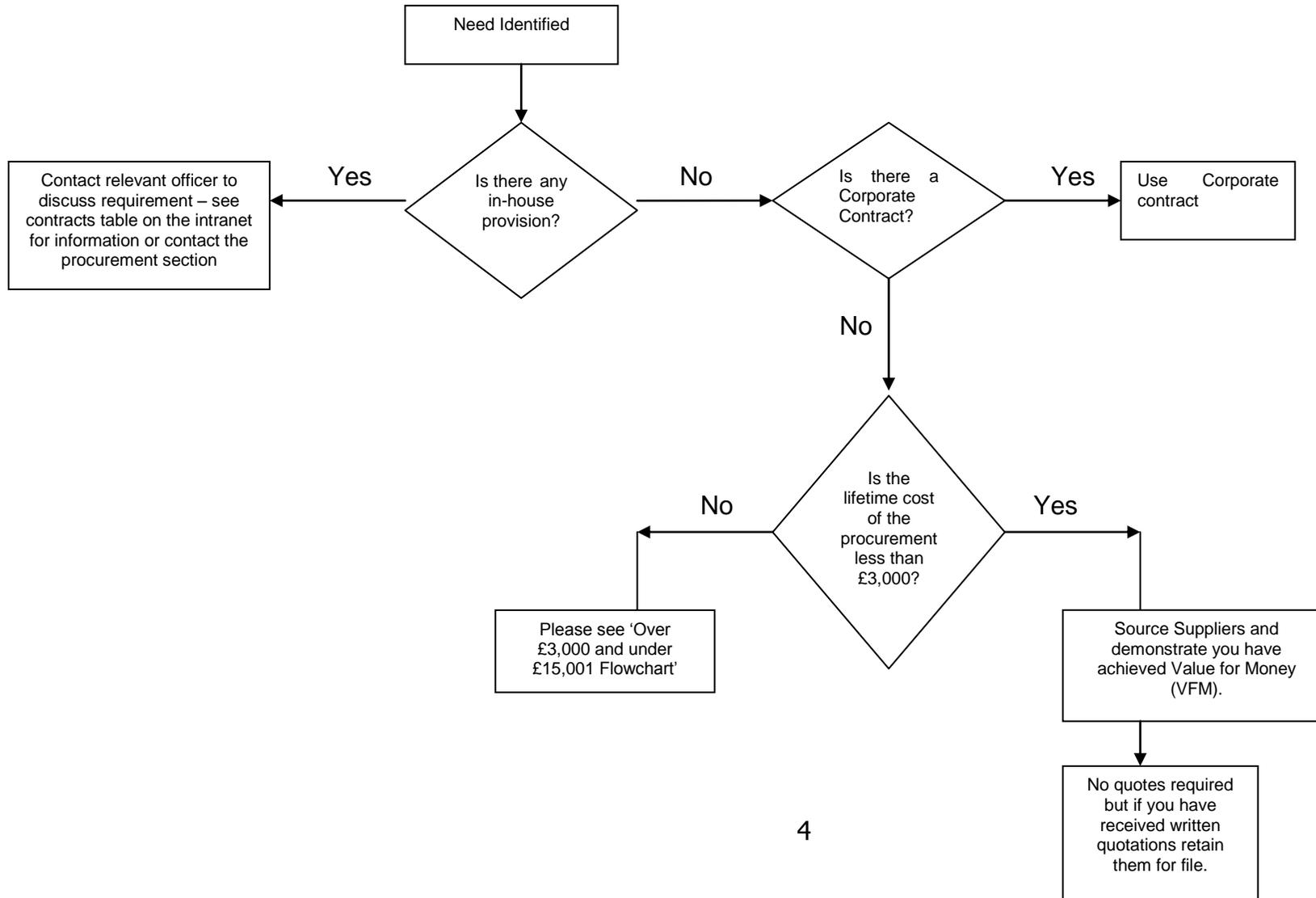
### Benefits to Small and Medium Enterprises (SMEs)

The Council recognises the benefits SMEs bring to the local economy and endeavour to empower SMEs to compete for local government contracts. For contracts below the tender limit, suppliers to be invited to quote are selected by the officer going to quote; therefore Officers would be encouraged to select local suppliers where possible. The procurement officer provides seminars for local SME and will notify them about this process.



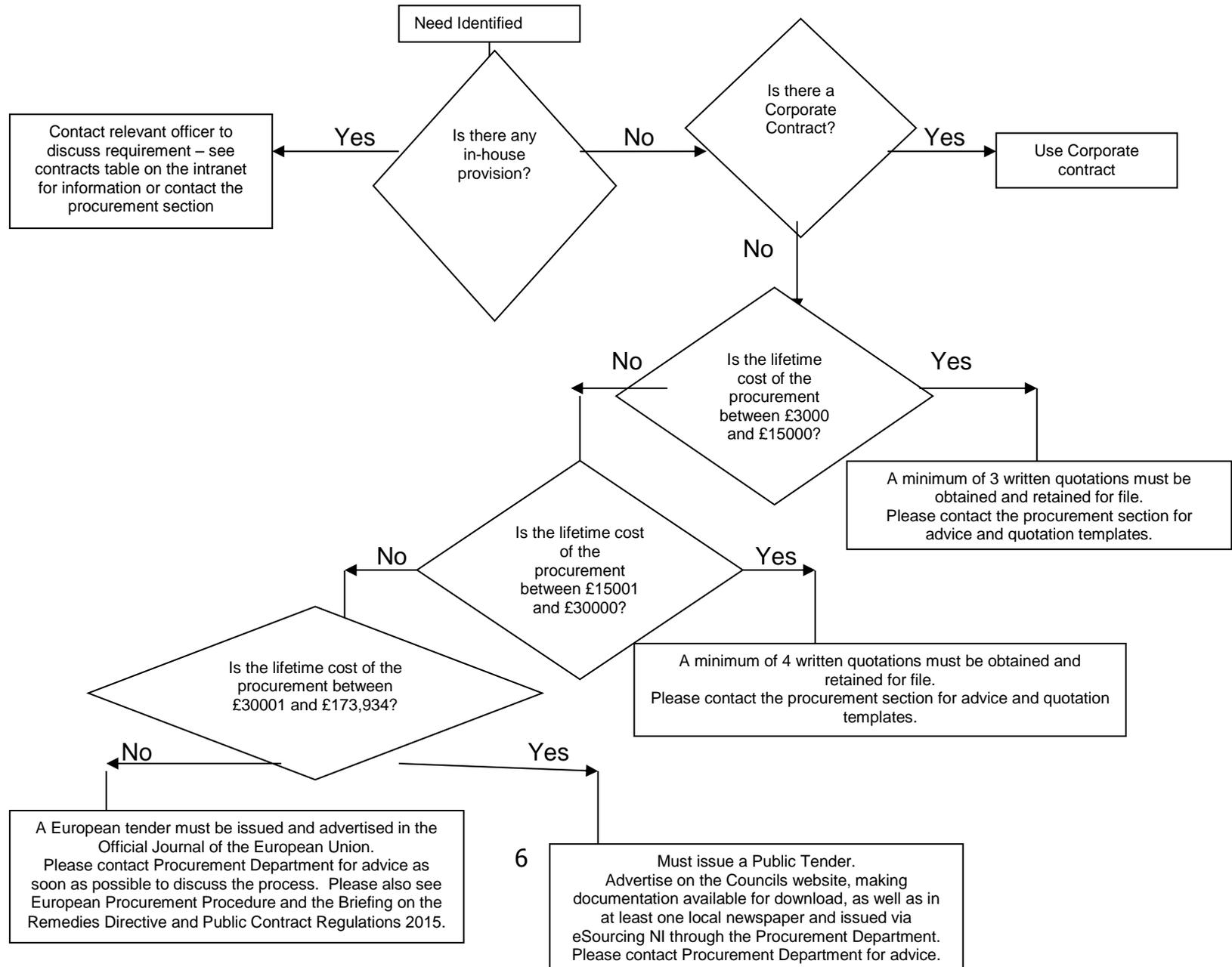
Process Flowcharts

**Flowchart – Spend Under £3,000**





**Flowchart – Spend Over £3,000**



## **Guidance Note on Drafting of Specifications**

### **Introduction**

Whenever a Department comes to a decision that it will require the services of a contractor, then the first issue that needs to be addressed is to agree a reasonably detailed specification of what is required.

### **Contracting for Services**

A specification for services such as management consultancy, catering or cleaning should, as a minimum, clearly set out the following-

- the nature of the project to be undertaken;
- the time within which the project is to be started and completed (including details of key stages);
- the objectives of the project and the expected results;
- the procedures for reporting back to the Council;
- details of facilities etc. to be provided by the Council;
- details of any known constraints or other factors which might affect the project;
- details of any performance bond or penalty arrangements (i.e. liquidated damages) that will apply;
- any key performance indicators or management information required to allow for effective contract management after award, a draft service level agreement (SLA) may be asked for within the tender submission;
- other relevant information, including the general terms and conditions under which the contract is to be performed.

It may also be relevant to specify beforehand the pricing structure that the Council would prefer to be adopted. For example, consultants use a variety of pricing practices including time-based rates, lump sum fees, percentage arrangements, and so forth. It obviously becomes more difficult to evaluate tenders submitted on varying bases of pricing and Departments should determine prior to tendering what pricing structure it would wish tenders to be based on. In some cases it is appropriate to agree to reimbursement of expenses. The specification should clearly identify the rate of expenses, which should normally be by reference to those applied to Council staff at an appropriate level. A budget for any expenses should also be agreed prior to awarding the Contract. A pricing schedule should be designed and attached for completion once this has been determined.

### **Contracting for Goods and Materials**

In terms of goods and materials, Departments should generally provide a pricing schedule that itemises the type of goods required, the estimated or fixed quantity (if known) and a price per line item.

Officers should consider the following areas when drafting a specification for goods or materials:

**Right place** - Could the delivery be made direct to the point of use and thereby avoid double handling? Are the delivery instructions clear? Does the person to whom the item will be delivered know to expect delivery? Include details of delivery addresses if appropriate.

**Right time** - Do particular opening hours apply? Are we receiving the item before it can be used therefore paying additional costs? Do we require the item at a particular time?

**Right quality** - Do we have a clear idea of the quality we want? Emphasis should be placed on fitness for purpose. Bands of quantities could be given for costing purposes.

**Right quantity** - Are we ordering enough to get the benefits of bulk discounts? Are we ordering too much and therefore risking the item becoming obsolete or incurring additional storage costs?

**Right price** - price has traditionally been the focus of Council procurement. You should be aware that paying too much will reduce the available budget, while paying too little may sacrifice quality. The Council policy is that total acquisition costs/whole life costs should be considered as opposed to merely price.

## **Conclusion**

It cannot be emphasised strongly enough that the contract specification is critical in any tendering exercise and must clearly define what the Council's need and expectation is. Careful planning and research resulting in a clear specification will ensure that tender evaluation is a much simpler process.

## **Guidance Note for Contract Management**

Contract management activities can be broadly grouped into three areas.

- Service delivery management ensures that the service is being delivered as agreed, to the required level of performance and quality.
- Relationship management keeps the relationship between the two parties open and constructive, aiming to resolve or ease tensions and identify problems early.
- Contract administration handles the formal governance of the contract and changes to the contract documentation.

All three areas must be managed successfully if the arrangement is to be a success and should be agreed within the tender documentation.

### **Service Delivery Management**

The main aspects and targets of service delivery can be defined in a Service Level Agreement (SLA) drawn up between the Council and the successful supplier. The service level agreement should include all the targets and outputs as requested in the specification as well as any other outputs or added value items proposed by the successful supplier in their tender response. This must then be monitored on an agreed basis at contract review meetings and signed off by both parties.

Service level management is about assessing and managing the performance of the service provider to ensure value for money.

Managing risk is another important aspect of managing service delivery. The fulfilment of the contract may be endangered by several kinds of risk; some within the provider's control some outside it. Identifying and controlling (by avoiding or minimising) the risks to a contract is a vital part of managing it. This includes those risks that have been transferred to the provider under the contract. Business continuity plans and contingency plans help prepare the Council for the situation where the provider cannot deliver.

### **Managing the Relationship**

As well as the contractual and commercial aspects, the relationship between the Council and the successful service provider is vital to making a success of the arrangement. The approach to this will vary depending on the contract, but it is important that the specific responsibilities are not neglected, even though there may not be a nominated individual assigned to the role of relationship manager. If partnership working was a criterion within the tender documentation then this could be added onto the SLA as detailed above.

In long term contracts, where interdependency between customer and provider is inevitable, it is in the interests to make the relationship work. The three key factors for success are trust, communication, and recognition of mutual aims.

The right attitudes and behaviours, based on trust rather than adversarial models, should be encouraged. There should be set procedures for raising issues and handling problems, so that they are dealt with as early as possible and at the appropriate level in the organisation.

### **Contract Administration**

Contract administration, the formal governance of the contract, includes such tasks as contract maintenance and change control, charges and cost monitoring, ordering and payment procedures, management reporting, and so on, depending on the contract and the remit of the contract manager.

The importance of contract administration to the success of the contract, and to the relationship between customer and provider, should not be underestimated.

Clear administrative procedures ensure that all parties to the contract understand who does what, when, and how. Responsibility for authorising different types of change will often rest with different people, and documented internal procedures will need to reflect this.

### **Further Information**

Service delivery management, relationship management and contract administration should keep both contract and relationship running smoothly, and providing the value for money represented by the contract at its outset. The customer will almost certainly want to aim for improvement over the life of the contract as well and ideally, continuous improvement will be built into the requirement.

It is important to establish before a tender is issued, if a service level agreement is necessary and this should be written into the requirement. A service provider may be asked to provide a draft SLA with their response or on award of the contract. It is vital that the content is agreed by both parties.

Please contact the procurement section for further guidance and for sample SLA's.

## **Contract Management Procedure**

Contact management or monitoring is normally considered following award of a contract but should actually be considered from the start of the process – that is when identifying the need for a product or service. At this initial stage you should have an awareness of the product or service and how you would like this to meet your requirements. The contract management aspect is how this will be measured.

Any specific requirements regarding targets or key performance indicators required from the supplier or contractor should be specified in the tender or quotation documentation as outputs and measures.

The nature of the contract and its complexity will determine the nature of the monitoring.

### **Complex Contracts**

For more complex, either high value or high risk, you may consider it to be beneficial, you could ask for a service level agreement (SLA) as part of the tender submission based on your key performance indicators (KPIs), to be agreed by both parties on award.

Following the award of the contract, this will be agreed with whoever is successful and will incorporate the KPIs from the tender along with anything extra the bidder has said they will do. This should include the KPIs in one column and the expected service level in another – see below for example.

### **Simple Contracts**

For a simple contract, low value or low risk, a periodic email (could be quarterly or annually) to users before a review meeting with the successful service provider may be sufficient. This would prompt service users to give feedback on the service and would allow for any issues to be raised at a review meeting. The example used below shows feedback annually but a quarterly review would be preferential to alleviate problems before they become complaints.

It is also important to remember that the supplier may also have issues and the review meeting is where this should be discussed so ensure the feedback is two way and build this into the process.

### **Practical Examples**

The following email was issued to staff following an initial period of one year for a water coolers contract, this was low value and the orders and servicing arrangements were set up at the start of the contract so it would be classed as a simple contract.

### **Sample Contract Management Email**

A tender for the Supply and Maintenance of Water Coolers and Bottled Water was awarded from 1st January 20XX for an initial period of one year with the option to extend for a further two periods of one year.

Could you please provide feedback by 30th September 20XX, on the use of the contract and confirm if you are content to extend for a further period of one year.

Could you please supply:-

- If the machine has been regularly serviced,
- If the delivery of bottled water is enough for the usage required,
- Details of complaints and call-outs required in the last nine months if you've had any and if happy with how they were dealt with
- And if you have had any other problems with the water cooler machine

The following extract is taken from a tender for agency staff where each supplier was asked to submit a draft SLA incorporating the stated KPIs – this would be classed as a complex contract.

### **Example Below from the Tender Specification for Agency Staff**

*The successful service provider will enter into a Service Level Agreement with the Council. The success of the Contract will be determined by reference to a number of key performance indicators.*

*These will include:*

- *Number of CVs supplied for each vacancy of an acceptable quality*
- *Number of posts filled*
- *Number of failed deployments either at the point of engagement or during their assignment*
- *% number of posts filled within the prescribed timeframe*

*Should the successful supplier fail to provide suitable CVs/candidate less than 80% of the time, in any three month rolling period, the Council reserves the right to terminate the contract.*

*During the course of the contract, the Council may agree with the Agency additional or alternative Key Performance Indicators with a view to ensuring that contract performance is developed as appropriate.*

**Sample Service Level Agreement for Agency Tender**

<b>Key performance Indicators</b>	<b>Expected service level</b>
New requisition received from Client	Zero
Acknowledgment sent to client confirming receipt	Within 5 -15 minutes
Internet / Media advertising analysed and updated to reflect new vacancy	Same day
Internal Recruitment Database search conducted	Within 15 minutes or Same day
Candidates telephoned, long-list generated	Continuous

**Sample Service Review Sheet from Agency Tender for Completion at each review meeting between the supplier and the council.**

The following Key Performance Indicators (KPIs) shall form the basis of the periodic review of performance of Company xxxx in fulfilling services to the Council.

Please tick (✓) the most appropriate box. Where a category does not apply, please leave blank.

**Period under review** \_\_\_\_\_ **Poor** **OK** **Excellent**

	1	2	3	4	5
<b>Response times</b>					
From notification of vacancy to provision of suitable candidates (cvs to be supplied within 48 hours for job categories defined in contract)					
From notification of successful candidate to appointment					
<b>Quality</b>					
Numbers of candidates (minimum of 5) forwarded meeting minimum essential criteria for post					

## **Guidance Note on Selection and Award Criteria**

### **Selection Criteria**

#### Mandatory and Non Mandatory Exclusions<sup>i</sup>

The company should not:

- Be a criminal (Art 45) – i.e. a criminal organisation, guilty of corruption, fraud or money laundering
- Be bankrupt – or winding up
- Have Judgements against a professional
- Be guilty of grave professional misconduct
- Have unpaid social security requirements
- Have unfulfilled obligations relating to taxes
- Seriously misrepresent any information supplied

Selection criteria that can be used to assess a company's ability to carry out the contract could include but not be limited to:

- Suitability to pursue professional activity
- Economic and financial standing
- Technical and professional ability
- Quality assurance standards
- Environmental Management Standards
- Official Lists
- Equal Opportunities
- Environmental Policy
- Insurance
- Health and Safety
- 2 years financial accounts
- CVs for principal personnel
- Previous relevant experience
- Quality Assurance
- Investors in People

Selection criteria is a way of looking backward to see what a company has done previously and their strengths drawn from previous contracts – all companies who pass the selection stage of a contract are deemed capable of carrying out the project or contract. This should stress how important it is to make sure the selection criteria is right at the time of going to tender.

## **Award Criteria**

All companies who pass the selection stage will be assessed against the predetermined award criteria, which is a way of looking forward to see how the company will carry out your requirement. This is where, following evaluation, bids will be ranked and the highest scoring bid will win the contract.

The decision on the award of the contract must be based on either:

- 1 Lowest price
- 2 Most economically advantageous tender:
  - Tender that offers the best value for money
  - The optimum combination of quality and whole-life costs to meet the user's needs egg quality, durability, delivery, after-sales service etc
  - Environmental and Social criteria

The award criteria must reflect key principles of transparency, non-discrimination and equal treatment.

Award criteria that can be used to award the most suitable economic operator area:

- Quality
- Price OR Whole Life Costs (Price and Running Costs)
- Technical merit
- Aesthetic and functional characteristics
- Environment Characteristics
- Running Costs
- Cost Effectiveness
- After Sales Service
- Technical Assistance
- Delivery Date/ Delivery Period/ Period of Completion

Suppliers must be told the award criteria and their relative importance so that they are able to address these in their submission.

Weighting criteria **MUST NOT** change from what was advertised and should be agreed prior to advertisement. Any derogation from weighting of criteria must be justified and given reasons eg. complexity of contract.

Relative weighting of criteria for the award of the contract should be given or the descending order of importance for such criteria (weighting criteria may state a range).

If a supplier offers an 'equivalent' standard it is up to them to satisfy the contracting authority that it is equivalent.

Sufficient time should be given to contractors to deal with the tender.

**DO NOT mix selection criteria and award criteria.**

These should be kept as separate stages (even in open procedure). Once selection criteria have been applied to obtain a selection list of contractors, these criteria cannot be again applied at the award procedure. This would be discriminatory against those excluded from the list (who may have scored highly under the award criteria).

Either all criteria are applied to all submissions or a two-stage process is followed.

An example is shown below:

Selection and Award Criteria

A two stage process will be used to assess tenders for this project.

Stage 1 – Selection Criteria

Minimum Standards of Experience	Pass/Fail
Resource Availability	Pass/Fail

In order to qualify for Stage 2 of the evaluation process, Tenderers must clearly demonstrate that they meet the minimum standards of experience set out below.

The proposed team of personnel involved in delivering the project must demonstrate relevant experience within the last 3 years in the following key areas;

X  
X

Note: Failure to provide evidence to demonstrate that the proposed team of personnel can meet the minimum standards of experience as detailed above will result in the elimination of your tender submission.

Those tenders which successfully demonstrate the minimum standards of experience will move on to stage 2 and their submission will then be evaluated against the following criteria.

Stage 2 – Award Criteria

Tenders will be evaluated using the following criteria and associated weightings:

Methodology 60%  
Cost 40%

<sup>1</sup> This is taken from Regulation 57 of the Public Contract Regulations 2015 and may be included as an annex to an invitation to tender.

## **Guidance for Establishing an Evaluation Panel**

In all cases where tenders or project proposals have been invited, an evaluation panel will be established to review submissions. The size, make up and experience of the evaluation panel will reflect the scale and complexity of the activity to be evaluated, including the degree of specialist input consistent with the nature of the procurement.

A member of the procurement section is available to attend any tender evaluation or for consultation and advice as required, procurement representatives act as a non-scoring adviser to the panel.

All evaluation panels should have a minimum of two members and depending on the scale or complexity of the project; a number of experts in the relevant fields may also be invited to participate in the evaluation process to ensure a full and thorough evaluation of each tender.

The panel members should be involved in the process from the writing of the specification through to contract initiation. The chair or lead representative should be nominated and this person will be responsible for the initial debrief and will normally be the main user of the contract.

The chair should establish contract management procedures with the successful service provider which may include a service level agreement. The Procurement Section will advise on the makeup of the panel.

### **Why must panel members be competent evaluators?**

Panel members must have the competence to evaluate the tenders as:

- Panel members act on behalf of the Council, which has a statutory duty to comply with the requirements of the EU Procurement Directives and the Public Contracts Regulations 2006 or Utilities Contracts Regulations 2006, where appropriate;
- All procurements are subject to the principles of the EC Treaty and in particular the principles of equality, non-discrimination, free movement of goods and services, proportionality and transparency;
- Incompetence or failure to follow a fair process may lead to the tender process being subject to judicial proceedings resulting in the award being set aside, thereby incurring additional costs and delays. Where such an incident occurs as a result of an action which is known to be unlawful or carried out with indifference to the consequences by a member of the evaluation panel, this could result in the officer involved being made personally liable for damages and costs awarded to an injured party.

## **Guidance for Evaluation Panel Members**

Please read the guidance note '**Establishing an Evaluation Panel**' if you have not yet set up an evaluation panel.

The following documentation must be issued to each evaluation panel member to assist in preparing for evaluation of tenders:

- Copy of Specification/Requirement, including the Selection and/or Award Criteria issued to Tenderers**
- Copy of each Tender Proposal received**
- Evaluation Scoring Matrix (Marking/Scoring Frame)**

### **Roles and Responsibilities: Evaluation Panel Members**

Panel members should familiarise themselves with the content of the specification and requirement before reading through tenders. Assessment of tenders is 'evidence-based' which ensures the objectivity of the tendering process.

**Evaluation Matrix:** this evaluation matrix must be agreed by panel members, for evaluation of tenders before receipt of bids. **Please read all proposals before the evaluation meeting and make brief comments in support of any marks you may consider awarding on the day of the evaluation meeting.** Panel members should consider to what extent, having read the documentation each tender meets the criteria outlined.

**Evaluation:** The objective of the evaluation panel is to ascertain the most economically advantageous (MEA) tender in terms of qualitative and quantitative data when assessed against the criteria. The panel will be required to assess, based on the evidence provided, to what extent each tender meets the qualitative criteria and award scores accordingly, supported by comments that provide a clear representation of the marks awarded. **This will require detailed discussion and a consensus for scores and comments must be met on the day.**

To ensure equality, transparency and probity the panel must provide detailed evidence to support their scores against each criterion and to ensure that the chair of the panel, through the Supplier Debrief can provide constructive feedback to the unsuccessful companies if requested to do so.

Following evaluation of all tenders, the tender judged and agreed by the panel to represent best value for money to the Council will be that receiving the highest overall score. Panel members will be required to sign the evaluation matrix.

A report must now be prepared for all open tenders for submission to Council for approval in accordance with standing orders.

## **Remedies Directive - Changes to the Public Contract Regulations**

**The following changes only apply to tenders**

- **above the value of £172,514 for supplies, services and goods;**
- **above £4,322,012 for works contracts and**
- **if they were advertised in Europe on or after 20<sup>th</sup> December 2009.**

### **Main Changes**

Award decision notice replaces 'letter of intent' or 'Alcatel letter' – basically a post-dated award letter which contains feedback for unsuccessful tenderers. Information about the ending of the standstill period must be included within the award decision notice and is calculated as follows –

- At least 10 days, when the notice is communicated using electronic means (e.g. fax, email); or
- When using non-electronic means, there is a choice between either: 15 days from date of sending; or 10 days from date of receipt.

Although calendar days, not working days, are used in the rules to determine the minimum standstill period, **it is necessary for the standstill period to end on a working day**. This is an express requirement in the Regulations, so it is important that it is followed.

### **Award decision notice must contain the following information -**

- the identity of the successful tenderer
- the score of the tenderer receiving the notice
- the score of the successful tenderer
- the criteria for the award of the contract
- the reasons why the candidate was unsuccessful/did not meet the technical specification
- the characteristics and relative advantages of the successful tender

**The Notice should be issued at appropriate stage – not at the end of the process.**

The Remedies Directive also goes into more detail on the issues of '**Automatic Suspension when a Contract Award Decision is challenged**' and '**Ineffectiveness**'.

Please contact the Procurement Section for further information and guidance for tenders above the amounts given above and for standard documentation including award decision notice templates.

## **Guidance for Establishing a Select List**

Select lists come in many forms and are used for a number of purposes.

However, a council using select lists must ensure that they are conducted for an appropriate purpose and in accordance with EC Treaty principles (transparency, equality of treatment, proportionality and mutual recognition).

### Common Forms of Select lists

1. A list of companies which can be called to quote – normal quote rules must apply
  - This could be a large list held and companies are invited randomly to quote – the number of quotes dependent on the value of the commission
  - Another method is to advertise and ask companies to initially apply to join a select list for a specific contract or service. There will be a public invitation to join this list and the council will then carry out a selection process (in the same way as a tender). Once the list is agreed only these short-listed companies are asked to quote for the work.
2. A list of pre-qualified companies who will be asked to verify information at quotation stage and award criteria applied such as cost for specific projects
  - This is where firms have been through an application and evaluation process following a public notice inviting applications for inclusion onto a list, and are then approved to carry out specific works or services provided they have met or satisfied set criteria specific to the particular type of work they will be involved in.
  - Each approved list of suppliers/contractors is amended from time to time and is reviewed periodically. Before we engage with a supplier, we will usually seek information about the firm to satisfy ourselves that they meet certain basic criteria.
  - Some of the criteria arise from statutory requirements, others arise from Council policies.
3. An annual list of contractors who are evaluated and there is a set protocol for use such as 1-2-3, this will normally be tendered annually depending on the value

The purpose of a list and amount of work which is likely to go to suppliers on the list and the protocol must be evident at the time either of advertisement or when the company is placed on the list.

This may just be a matter of including the line 'being on a select list does not guarantee any particular level of business with the council'.

## Debriefing Guidance

Every regret letter sent to an unsuccessful company following a tender or quotation exercise should offer a debrief. The following table is a standard format to be given to the unsuccessful bidder, any award criteria score can be given for both the winning bid and the company requesting a debrief, the information from any other bids may be commercially sensitive and is not normally given.

The name of the winning company and the overall price offered may be given as this would be in the public interest following any public interest test under the FOI Act. The breakdown or hourly rates tendered would be commercially sensitive and should not be given.

Number of bids received	xx			
Company Name	Methodology Score	Cost Score	Total Score	Overall Ranking
Winning Bid	12	80	92	First
Company requesting debrief	18	70	88	Second

Any comments from a tender or quotation evaluation may be subjective and also may be interpreted in different ways therefore the above information will suffice.

For a tender of European value, specific debriefing information must be declared, please see the Briefing Note for Remedies Directive for more information – specific letters are also provided for this purpose, please contact the procurement section for further advice if required.

## **Sample Documents & Letters**

## **Quotation Template Guidance**

### **Cover page must include**

- I. The tender must be given a unique title.
- II. The closing date and time of the quotation must be inserted.
- III. Checklist of documents to be returned
- IV. Return of documents section – again quotation title to be added  
point of contact for return (council Officer name and postal address or email address)

### **Background**

This should start with a brief background of the council and a more specific background to the department or section (one paragraph for each would be sufficient).

### **Specification**

This is the Terms of Reference or a schedule of goods depending on the specific requirement of your project/quotation.

Please see guidance on drafting of specifications for advice.

The closing date and time should also be included here.

### **Evaluation Criteria**

This must be specific to each requirement and include a format of response so bidders know what must be returned.

**Terms and Conditions Checklist** – apart from the title – do not amend.

**Templates for Return** – other templates for return should be included here and will vary depending on the evaluation criteria such as financial breakdown/pricing schedule, relevant experience, methodology.

**General Information** – this is similar to the general conditions in a tender and may include specific detail on as payment, invoicing, insurance or delivery can be amended for each specific requirement. This is in addition to the Council Terms and Conditions for Goods or Supplies and Services – the Council terms cannot be amended.

**Appendices** – these are standard for each requirement and are important for Officer and Council protection.



# Ards and North Down Borough Council

## Quotation Cover Sheet – Company to Complete

**QUOTATION TITLE: xxxx**

**CLOSING DATE: xxxx**

**PLEASE ENSURE THAT THE FOLLOWING QUOTATION DOCUMENTS ARE COMPLETED AND RETURNED**

MINIMUM STANDARDS OF EXPERIENCE	<input type="checkbox"/>
METHODOLOGY SHEET	<input type="checkbox"/>
FINANCIAL BREAKDOWN	<input type="checkbox"/>
APPENDICES A-F	<input type="checkbox"/>

### **Return of Documentation**

Quotations in a plain sealed envelope, bearing no name or marks indicating the sender, and entitled QUOTATION FOR XXXX should be completed and returned to:

XXXX

XXXX

**XXXX**

## **Client Background and Service Requirements**

### **Local Government Reform**

The reform of local government has seen the reduction of 26 councils to 11 with an implementation date of 1 April 2015.

The new councils will be stronger, more efficient and will deliver more effective services. They will be citizen focused, responding to the needs, aspirations and concerns of their communities. In partnership with others, they will guide the future development of their areas.

Legislation has been made to define the boundaries of the 11 new local government districts. It also sets the number, boundaries and names of the wards into which each district will be divided.

The Local Government Act (Northern Ireland) 2014 is now in place, and introduces the legislative framework for the new councils.

### **Functions to transfer from central to local government**

The package was agreed by the Executive in April 2013. Powers will transfer in planning, roads, urban regeneration, community development, housing, local economic development and local tourism. The transfer will also include spot listing of buildings and greater involvement of local government in local sports decisions. Councils will also have a new statutory duty of Community Planning and the General Power of Competence:

#### **Community planning**

This will provide a framework within which Councils, departments, statutory bodies and other relevant agencies and sectors can work together to develop and implement a shared vision for promoting the economic, social and environmental well-being of their area based on effective engagement with the community.

#### **General Power of Competence**

This will enable a council, in broad terms, to act with similar freedom to an individual, unless there is a law to prevent it from doing so. It would provide a council with the ability to act in its own interest and to develop innovative approaches to addressing issues in its area.

### **Client Background and Reform**

The new local authority of Ards and North Down Borough Council (the Council) has existed in shadow form since the elections of May 2014 and has assumed full responsibility from 1 April 2015 for the delivery of services and functions of two legacy councils (Ards Borough Council and North Down Borough Council), along with other functions transferring from central government. This may result in a review of this service across the new borough.

Further information about the Council can be found on the Council's website at <http://www.ardsandnorthdown.gov.uk>

### **Range of Services**

The Council engages in the usual range of Local Authority activities including Leisure Services, Community Services, Parks and Open Spaces, Tourism, Cultural Facilities, Refuse Collection, Street Cleansing, Environmental Health/Technical, Registration of Deaths, Births and Marriages, Burial Grounds, Public Conveniences, Administration, Employment, Finance, Economic Development and Planning/Building Control amongst others. It is envisaged that these services will be expanded to incorporate other Central Government functions under the Review of Public Administration and Local Government Reform e.g. planning – covering local Development Plan functions, development management and enforcement, Local Roads, Public Realm, Rural Development, Urban Regeneration and Community Planning, and Local Economic Development.

Requirement...

**CLOSING DATE FOR ACCEPTANCE OF QUOTATIONS**  
**XXXX**

## QUOTATION EVALUATION CRITERIA

### XXXX COUNCIL

QUOTATION TITLE: xxxx

#### **Selection and Award Criteria – The following criteria is given as an example only**

A two stage process will be used to assess quotations for this project.

#### **Stage 1: Selection Criteria**

Applicants will be assessed against the following criteria. Only those who gain a pass grade in all areas of Stage 1 will proceed to the Stage 2 Assessment:

#### **Minimum Standards of Experience - Pass/Fail – Experience must be Pass/Fail**

This will be assessed based on details of up to three recent similar projects undertaken within the last 3 years involving work of a similar nature which include capacity building/support for service reviews and service redesign.

Please provide:

- i. Details of the Project
- ii. name and address of client organisation
- iii. contract award date and duration
- iv. contact name and telephone number

Please note that the contact points provided may be contacted during the assessment process

#### **Expertise - Pass/Fail**

This will be assessed on the basis of the CVs of those who will be directly involved in the project and which should be submitted with your quotation together with any other relevant information.

#### **Stage 2: Award Criteria**

#### **Price (40%)**

Your Quotation should detail the overall cost for the commission and must include all costs and expenses. Please complete the attached Personnel Inputs and Schedule of Rates document.

**Quality (60%)**

**Understanding of Brief and Proposed Methodology:**

This will be assessed on the basis of your proposed methodology and general approach to the commission, together with reference to a project timetable including key milestones. In your response you should provide full details of how you intend to approach the commission; the service review approach which will be applied; and the key factors to be considered when undertaking service reviews.

Your response to the quality criteria will be assessed using the following scoring indicators.

<b>Scoring Indicators</b>	<b>Score out of 5</b>
An excellent response which fully addresses all aspects of the question and is fully supported by a comprehensive level of detail, No omissions and/or weaknesses identified.	5 Excellent
A good overall response, which addresses the question and is well supported by a good level of detail, Only minor omissions and/or weaknesses identified.	4 Good
A satisfactory response, which adequately addresses the question and is supported by a satisfactory level of detail, some omissions and/or weaknesses identified	3 Satisfactory
A limited response which does not address the questions adequately and is supported by a basic level of detail. Several material omissions and/or weaknesses have been identified.	2 Limited
A poor response which failed to address the questions and is supported by a poor level of detail. Major omissions and/or weaknesses have been identified.	1 Poor
No response or unacceptable information provided.	0 Nil Response/ Very Poor

**Please note that the Council is not bound to accept the lowest, or any quotation received.**

The Quotation document is the base criteria for monitoring financial information, therefore, any saving that can be made during the delivery of any aspect of the

Quotation will be passed on to the Councils and any additional costs over and above the agreed quotation price will be borne by the Supplier.

**TERMS AND CONDITIONS TO BE SIGNED BY ALL COMPANIES**

**QUOTATION TITLE: xxxx**

Please ensure that you have read the terms and conditions, which can be found on the Council's website at [www.ardsandnorthdown.gov.uk](http://www.ardsandnorthdown.gov.uk) before completing the following statement.

I/We have read the terms and conditions and agree to abide by same.

**Signed**..... **Date**.....

**MINIMUM STANDARDS OF EXPERIENCE PRO-FORMA**

Tenderers must complete the table below for all proposed personnel clearly demonstrating that they have the minimum standards of experience as detailed within the 'Instructions to Tenderers'. To demonstrate previous experience the examples provided must be within the last 3 years.

<b>Project Title and Brief Summary</b>	<b>Start date and completion date for project</b>	<b>Individuals role and duties within each project</b>	<b>Explanation of relevance to this project.</b>	<b>Explanation of Relevance to the selection criteria</b>



**PERSONNEL INPUTS AND SCHEDULE OF RATES**

The Consultant must provide a brief resume of activities associated with the proposed methodology:

<b>Activity Schedule</b>	
<b>Key Activities</b>	<b>Task Description</b>

<b>Consultant (Name)</b>									
<b>Grade (Specify eg Partner, Sen. Consultant )</b>									
<b>Rate/day in Sterling £</b>									
<b>Key Activities</b>		<b>Consultancy Days</b>						<b>Total Days</b>	<b>Total Activity Cost</b>
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
<b>TOTAL DAYS / CONSULTANT</b>									
<b>TOTAL COSTS/CONSULTANT</b>								Total Inputs Cost =	

**Full details of any expenses associated with the proposed methodology not already included in the daily rate must be detailed below, any item of expense not detailed below will not be paid.**

Details of Expense	Price (£).
<b>Total</b>	

**SUMMARY OF TOTAL COST**

<b>Total Inputs Cost</b>	
<b>Expenses Total</b>	
<b>Total Project Cost</b>	

Signed for and on behalf of Consultant \_\_\_\_\_

Dated \_\_\_\_\_ Print Name \_\_\_\_\_

Name of Company \_\_\_\_\_

## **Standard Appendices**

**PLEASE ENSURE THAT YOU HAVE READ AND COMPLETED  
WHERE NECESSARY**

- A Bribery, Collusion and Canvassing Declaration
- B Fair Employment Declaration
- C Freedom of Information Statement
- D Form of Tender
- E Contact Details

## **Appendix A – Bribery, Collusion & Canvassing Declaration**

TO BE COMPLETED BY ALL COMPANIES

TENDER TITLE:

I / We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the quotation by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this quotation, any of the following acts: -

Communicate to a person other than the person calling for those quotations, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of tender.

Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted.

Offer or pay or give or agree to pay or give any sum of money or valuable consideration, directly or indirectly to any person for doing or having done or causing or having caused to be done, in relation to any other tender or proposed tender for the said work, any act or thing of the sort described above.

Engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

In this certificate the word “person” included any persons and anybody or association, corporation or unincorporated and “any agreement or arrangement” included any such transaction, formal or informal and whether legally binding or not.

I / We hereby certify that I / we will / will not comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

I / We hereby certify that I / we have not and will not canvas or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this quotation or award or proposed award of the contract and that to the best of my / our knowledge and belief, no person employed by me / us or acting on my / our behalf has done, or will do, such an act.

I / We hereby certify that, to the best of my / our knowledge and belief, no person who is a Councillor, Officer, Servant or Agent has any direct or indirect interest, in or connection with, the Organisation.

I / We \_\_\_\_\_

Of (insert address) \_\_\_\_\_  
\_\_\_\_\_

hereby declare that I am / we are in acceptance of the requirements of the Bribery, Collusion and Canvassing Clauses as detailed above

Signed By \_\_\_\_\_

Duly authorised to sign for and on behalf of \_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

## Appendix B – Fair Employment Declaration

TO BE SIGNED BY ALL COMPANIES

### FAIR EMPLOYMENT

DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL CONTRACTORS

ARDS AND NORTH DOWN BOROUGH COUNCIL

FAIR EMPLOYMENT AND TREATMENT [NI] ORDER 1998

1. Article 64 of the Fair Employment and Treatment [N.I.] Order 1998 ["the Order"] provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the Public Authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purpose of such contracts as are mentioned above by an unqualified person.
2. An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62(1) of the Order, has been served with a notice by the Equality Commission for Northern Ireland stating he is not qualified for the purposes of Article 64 to 66 of the Order, or an employer who, by reason of connection with an employer on whom has been served a notice to that effect, has also been served with such a notice.
3. Mindful of its obligations under the Order, the Council has decided that it shall be a condition of inclusion or retention on its Approved List that a Contractor shall not be an unqualified person for the purposes of Article 64 to 66 of the Order.
4. Contractors are therefore asked to complete and return the attached Declaration/Undertaking, and shall be required at any stage, before acceptance of a Tender by the Council, to confirm that they are not unqualified persons, and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with the Council to which Article 64 of the Order applies.

**DECLARATION AND UNDERTAKING**

I/We hereby declare that I am/we are not unqualified for the purpose of Article 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

I/We undertake, forthwith, to inform the Council, should any notice, stating that I am/we are unqualified, be served upon me/us by the Equality Commission for Northern Ireland.

Signed

Duly authorised to  
Sign for

Dated

**Appendix C – Freedom of Information Statement**

**TO BE SIGNED BY ALL COMPANIES**

Ards and North Down Borough Council (hereafter called ‘The Council’) is subject to the terms of the Freedom of Information Act 2000. Any information, which comes into the possession of the Council, will be subject to disclosure under the provisions of that Act, unless an exemption applies. Only the Council can make a decision regarding whether information is disclosable or not. In arriving at the decision, the Council will take account of the nature of the information, exemptions provided for in the Act, and the Public Interest. If the information is disclosable, the Council has no discretion to prevent its disclosure.

Up to and including the evaluation process, all the information provided by Vendors to the Council will be considered to be of a confidential nature. Beyond the evaluation process, the provisions of the Act will govern what the Council is obliged to disclose. The evaluation process will be deemed to have been completed when the Council has made its decision, or Management Team has decided that the particular procurement exercise is not viable.

Vendors should be aware that the information provided in the completed tender and contracted documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by Vendors will be accepted “in confidence” and the Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

The Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act, unless an exemption applies. Disclosure decisions will be taken by appropriate individuals in the Council having due regard to the exemptions available and the Public Interest in maintaining the exemption.

Vendors are required to highlight information that they include in the procurement documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular issues concerning trade secrets and commercial sensitivity should be highlighted. Vendors are advised against recording unnecessary information.

In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, the Council will not accept any contractual term that purports to restrict disclosure of information held by the Council in respect of the contract or procurement exercise save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with the Council.

The Council will consult with Vendors, where it is considered appropriate, in relation to the release of controversial information relating to them.

I acknowledge Council policy in respect of Freedom of Information

**Signed..... Date.....**

**Appendix D - Form Of Tender**

**TO BE COMPLETED BY ALL COMPANIES**

**QUOTATION TITLE:** xxxx

FOR

Name of Supplier.....

Address.....

.....

I/We.....

having examined the above works, tender documentation, hereby quote for and undertake to perform the said services in accordance with the terms of the tender documents for the cost of £.....

Unless and until a formal agreement is prepared and executed this tender, together with our written acceptance thereof, shall constitute a binding contract between us.

I/We understand that the Council does not bind itself to accept the lowest or any tender it may receive.

As witness our hand this.....day of .....

Signature(s) of Contractor:.....

.....

**Appendix E - Contact Details**

**TO BE COMPLETED BY ALL COMPANIES**

Please complete this form with your company details and include it with your submission:

- 1 Company Name.....
- 2 Address.....  
.....
- 3 Postcode.....
- 4 Telephone Number.....
- 5 Fax Number.....
- 6 Name of person to contact in  
connection with this submission.....
- 7 Position in Company.....
- 8 Telephone Number.....  
[if different from above]
- 9 Fax Number [if different from above].....
- 10 Email address.....
- 11 Mobile Telephone number.....
- 12 Website address.....
- 13 Number of employees: Full time..... Part time.....
- 14 We would invite feedback from companies regarding this tender process. Any  
suggestions regarding how this exercise might have been improved are welcome:  
.....  
.....  
.....

## **Tender Template And Guidance**

---

- i The tender must be given a unique title.
- ii The council logo must be displayed, if this is a funded project please check with the funder to see if they require their logo to be included.

### Section 1 - Instructions and Invitation to Tender – Points to be amended

- Invitation to tender – insert title
- Insert closing date and time
- Tender name
- Contract period should be included or insert 'refer to specification' if this is not relevant or if it is a tender for goods.
- Evaluation criteria – this must be specific to each requirement
- Timetable – this should be completed with guidance from the procurement section.

Points 5-14 and 16-18 are standard clauses – do not amend.

### Section 2 – Specification

This is the Terms of Reference or a schedule of goods depending on the specific requirement of your project/tender. Most specifications start with a brief background of the council and a more specific background to the department or section (one paragraph for each would be sufficient).

Please see guidance on drafting of specifications for advice.

### Conditions of Tender

The general conditions of tender in a specification are fairly standard but can be tailored to be more specific to the terms of reference, terms such as payment, invoicing, insurance or delivery can be amended for each specific requirement. This is in addition to the Council Terms and Conditions for Goods or Supplies and Services – the Council terms cannot be amended.



# Ards and North Down Borough Council

**TENDER FOR THE PROVISION OF XXXX**

Ards and North Down Borough Council  
Town Hall,  
The Castle  
BANGOR  
Co Down, BT20 4BT

SECTION 1

INSTRUCTIONS AND INFORMATION FOR TENDERERS

## **1. INVITATION TO TENDER**

Tenders are sought by Ards and North Down Borough Council for the Provision of xxxx.

The Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the rates and prices stated in their tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.

## **2. SUBMISSION OF TENDER**

Tenders should be returned no later than 3pm on xxxx 2015.

Tenders received after this time will NOT be considered.

Tenders may only be submitted via the <https://e-sourcingni.bravosolution.co.uk> portal. If you encounter any difficulties registering on the e-Sourcing NI site or difficulty in accessing the information quoted, please contact the BravoSolution Supplier Helpdesk on 0800 368 4850, open Monday to Friday 9am to 6pm.

Tenders submitted by post, fax or email will be rejected.

When tender submissions are made online via the eSourcing NI site, you will receive confirmation of receipt automatically.

All technical questions relating to the tender should be directed through the secure messaging area found within the tender to the BUYER.

All technical questions relating to the process of responding and replying to the tender must be directed to the BravoSolution Supplier Helpdesk (0800 368 4850 open Monday to Friday 9am to 6pm).

All submissions must be in English and prices in Sterling, exclusive of VAT.

## **3. CONTRACT PERIOD**

The Contract start date is as detailed in the Tender Specification, the Contract will initially be awarded for a period of one year with an option to extend for a further 2 x 12 month periods, to be reviewed annually.

## **4. CLARIFICATION**

Before submitting a tender, clarification should be sought on any points of doubt. The deadline for receipt of points for clarification is three working days (3pm on xxxx 2015) before the tender return date and time. During the tender period requests for clarification cannot be made by telephone or in person, requests for clarification must be made via the e-Sourcing NI site.

The tenderer will be expected to have satisfied itself that the tender price submitted will cover all expenses and obligations under the Contract, the Specification and the Conditions are acceptable, before the tender is submitted. No claims can subsequently be made for omissions.

## **5. WRITTEN ACCEPTANCE**

Acceptance by the Council will only be made by written instruction to the successful Contractor.

## **6. EXPENSES AND LOSSES**

The Council shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their tender proposals. It is the responsibility of prospective tenderers to obtain for themselves, at their own expense, any additional information necessary for the preparation of their tenders

## **7. LOWEST TENDER**

The Council is not bound to accept the lowest or any tender or part thereof.

## **8. CONFIDENTIALITY**

Tenderers should treat the tender documents as private and confidential between the tenderer and the Council. Tenderers should note that the Council shall use the tender documents for the purposes of evaluation and that the tender documents held will be destroyed in line with Council disposal schedules.

## **9. RIGHT TO ISSUE FURTHER INSTRUCTIONS**

During the tendering period, the Council reserves the right to make changes to the Contract Documentation and the tenderer, will without reservation, accept such changes. Should it be necessary for the Council to amend the tender documentation in any way, prior to receipt of tenders, all tenderers who have downloaded documents will be notified simultaneously via the eSourcing NI portal.

## **10. SUSTAINABLE DEVELOPMENT, ENVIRONMENTAL MANAGEMENT AND BIODIVERSITY**

The Council is committed to the principles of Sustainable Development, Environmental Management and protection of biodiversity. All tenderers should be aware of the Council's Sustainability and Environmental Policy and agree to abide within its principles. Tenders must follow and adhere to any Environmental Management procedures concerning the provision of goods and services to the Council. The Council is committed to furthering the conservation of biodiversity and requires tenders to be mindful of this and where appropriate ensure that goods and services do not adversely affect local or global biodiversity.

## **11. ASSUMPTIONS**

Tenderers must not make assumptions the Council have prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their response.

## **12. COMPLIANCE**

Tenders must be submitted in accordance with these Instructions to Tenderers. Failure to comply may result in a Tender being rejected by the Council.

## **13. PERIOD TENDERS ARE TO BE HELD OPEN**

Tenders must remain valid for acceptance for a period of three months from the closing date for submission of tenders.

## **14. QUALIFIED TENDERS**

Qualification of tenders may result in rejection thereof.

## **15. EVALUATION CRITERIA**

Tenders for each area will be evaluated using the following criteria and associated weightings.

In order to submit your response via eSourcingNI you are required to click 'My Response' in the menu on the left hand side of the screen and then click 'Create Response' to answer the on line questions and upload attachments where appropriate within the Qualification, Technical and Commercial Areas. These responses can be retracted and re-submitted any time before the closing date. Once you have entered your response and attached all the requested documents, you must click 'Submit Response' in order for your tender to be considered for evaluation.

A two stage process will be used to assess tenders for this project.

### **Stage 1 – Selection Criteria**

Minimum Standards of Experience Pass/Fail

In order to qualify for Stage 2 of the evaluation process, Tenderers must clearly demonstrate that they meet the minimum standards of experience set out below. The proposed team of personnel involved in delivering the project must demonstrate relevant experience within the last 3 years in the following key areas;

X  
X

Note: Failure to provide evidence to demonstrate that the proposed team of personnel can meet the minimum standards of experience as detailed above will result in the elimination of your tender submission.

Those tenders which successfully demonstrate the minimum standards of experience will move on to stage 2 and their submission will then be evaluated against the following criteria.

### **Stage 2 – Award Criteria**

Tenders will be evaluated using the following criteria and associated weightings:

Methodology 60%

Full details of your methodology for carrying out the Contract Requirements which must include a proposed programme of work which details delivery of each element of the requirements including resource allocation against each key activity and project management arrangements. Proposals must include a timetable outlining the key activities, delivery of the Project Outputs (as listed in the Terms of Reference) and timescales involved in the project.

Cost 40%

The attached Schedule of Rates and Inputs must be included in costing this project. The total price should exclude VAT. The names of each member of staff to be involved in the project must be given against the relevant key activities.

### **Format of Response**

#### **Stage 1: Selection Criteria**

Minimum standards of Experience

Tenderers must complete the attached 'Minimum Standards of Experience' Pro-forma (Appendix 1) for all proposed personnel clearly demonstrating that they have the minimum standards of professional ability detailed above. To demonstrate previous experience the examples provided must be within the last 3 years and must include the following:-

- Project Title and Brief Summary
- Start date and completion date for project
- Individuals role and duties within each project
- Relevance to this project
- Relevance to the selection criteria

Tenderers are required to upload your response as directed on eSourcing NI.

Note: Failure to complete the attached 'Minimum Standards of Experience' Pro-Forma (Appendix 1) to demonstrate that the proposed team of personnel can meet the

minimum standards of experience as detailed above will result in the elimination of your tender submission.

Only information contained within Appendix 1 will be considered when assessing the minimum standards of experience.

### **Stage 2: Award Criteria**

Tenderers must devote a section of their tender submission detailing their methodology for carrying out the contract requirements as described in the Terms of Reference and taking account of the criteria detailed below:

Full details of your methodology for carrying out the Contract Requirements must include a proposed programme of work which details delivery of each element of the requirements including resource allocation against each key activity and project management arrangements. Proposals must include a timetable outlining the key activities, delivery of the Project Outputs (as listed in the Terms of Reference) and timescales involved in the project.

## **16. QUALIFICATION ENVELOPE**

The Qualification envelope includes online questions relating to this project which are mandatory and are required to be answered. In addition to project specific questions, there are a number of questions relating to the following;

- Form of Tender;
- Bribery, Collusion and Canvassing Declaration;
- Fair Employment and Treatment (Northern Ireland) Order 1998;
- Freedom of Information Statement;
- Data Protection;
- Conflict of Interest Statement;
- Vat Registration;
- Terms and Conditions – Services; and
- Confirmations.

The successful tenderer may be required to complete and sign an original copy of the Form of Tender at the award stage of this competition.

There is a requirement to fully complete all information requested in the Qualification Envelope. Failure to do so may result in a void tender.

It is important that tenderers take note of Ards and North Down Borough Council's 'ANDBC Terms and Conditions – Services' as found in the Business section of the Council's website: [www.ardsandnorthdown.gov.uk](http://www.ardsandnorthdown.gov.uk)

You will need to indicate that you agree and accept these Terms and Conditions within the Qualification Envelope.

## **17.ASSIGNMENT AND SUBCONTRACTING**

As per clause 21 of the Council terms and conditions, which must be agreed to within the qualification envelope on submission of any tender response, the Contractor shall not assign, mortgage, charge or otherwise transfer any rights or obligations under this Contract without the prior written consent of the Council.

The Contractor shall not sub-contract any portion of the Contract without the prior consent of the Council. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to it under the Contract.

The Contractor shall provide the Council with a list of all personnel engaged by its subcontractors and any subsequent amendments thereto and shall ensure that all other requirements of the Council are observed and complied with by any subcontractor.

Where the Council has consented to the placing of sub-contracts, copies of each subcontract shall be sent by the Contractor to the Council immediately it is issued.

## **18.PRICE ADJUSTMENT ON EXTENSION OF THE INITIAL CONTRACT PERIOD**

The Contract Price shall apply for the Initial Contract Period. In the event that the Client agrees to extend the Initial Contract Period, the Client shall, in the 6 month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than 30 Working Days) to agree a variation in the Contract Price.

If the Parties are unable to agree a variation in the Contract Price, the Contract shall terminate at the end of the Initial Contract Period.

If a variation in the Contract Price is agreed between the Client and the Contractor, the revised Contract Price will take effect from the first day of any period of extension and shall apply during such period of extension.

Any increase in the Contract Price shall not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) (or another such index specified in the Pricing Schedule) between the Commencement Date and the date 6 months before the end of the Initial Contract period.

## **19.PROCUREMENT TIMETABLE**

The timetable for procurement is detailed in the table. Whilst every attempt will be made to adhere to the timetable, delays may occur during the tendering phase. This timetable cannot be guaranteed and is indicative only. If significant variations occur to the timescales indicated, the Council will keep tenderers updated using the eSourcingNI messaging system.

<b>Procurement Activity</b>	<b>LATEST DATE</b>
Publish Advert	3 April 2015
Publish documentation on eSourcingNI	3 April 2015
Closing date for return of Tenders	11 May 2015
Report to Council	9 June 2015
Award Contract	22 June 2015
Contract commence	1 July 2015

## **20. OTHER INFORMATION**

Tenderers should note that where quantities are given in this specification, they are only estimates and shall not be binding on the Council. Staffing requirements are subject to changes in demand and the type and expenditure profiles for previous years are given only as a guideline and are not based on any anticipated requirements during the Contract period.

Any contracts awarded as a result of this tender competition will be based on the most economically advantageous offer, which offers Best Value.

**SECTION 2**

**TENDER SPECIFICATION**

## **Client Background and Service Requirements**

### **Local Government Reform**

The reform of local government has seen the reduction of 26 councils to 11 with an implementation date of 1 April 2015.

The new councils will be stronger, more efficient and will deliver more effective services. They will be citizen focused, responding to the needs, aspirations and concerns of their communities. In partnership with others, they will guide the future development of their areas.

Legislation has been made to define the boundaries of the 11 new local government districts. It also sets the number, boundaries and names of the wards into which each district will be divided.

The Local Government Act (Northern Ireland) 2014 is now in place, and introduces the legislative framework for the new councils.

### **Functions to transfer from central to local government**

The package was agreed by the Executive in April 2013. Powers will transfer in planning, roads, urban regeneration, community development, housing, local economic development and local tourism. The transfer will also include spot listing of buildings and greater involvement of local government in local sports decisions. Councils will also have a new statutory duty of Community Planning and the General Power of Competence:

#### **Community planning**

This will provide a framework within which Councils, departments, statutory bodies and other relevant agencies and sectors can work together to develop and implement a shared vision for promoting the economic, social and environmental well-being of their area based on effective engagement with the community.

#### **General Power of Competence**

This will enable a council, in broad terms, to act with similar freedom to an individual, unless there is a law to prevent it from doing so. It would provide a council with the ability to act in its own interest and to develop innovative approaches to addressing issues in its area.

### **Client Background and Reform**

The new local authority of Ards and North Down Borough Council (the Council) has existed in shadow form since the elections of May 2014 and has assumed full responsibility from 1 April 2015 for the delivery of services and functions of two legacy councils (Ards Borough Council and North Down Borough Council), along with other functions transferring from central government. This may result in a review of this service across the new borough.

Further information about the Council can be found on the Council's website at <http://www.ardsandnorthdown.gov.uk>

### **Range of Services**

The Council engages in the usual range of Local Authority activities including Leisure Services, Community Services, Parks and Open Spaces, Tourism, Cultural Facilities, Refuse Collection, Street Cleansing, Environmental Health/Technical, Registration of Deaths, Births and Marriages, Burial Grounds, Public Conveniences, Administration, Employment, Finance, Economic Development and Planning/Building Control amongst others. It is envisaged that these services will be expanded to incorporate other Central Government functions under the Review of Public Administration and Local Government Reform e.g. planning – covering local Development Plan functions, development management and enforcement, Local Roads, Public Realm, Rural Development, Urban Regeneration and Community Planning, and Local Economic Development.

The Council has identified a need for the following requirement...

Please see Guidance note on the writing of specifications or contact the procurement office for further information

## **Standard Appendices**

**PLEASE ENSURE THAT YOU HAVE READ AND COMPLETED  
WHERE NECESSARY**

- A Bribery, Collusion and Canvassing Declaration
- B Fair Employment Declaration
- C Freedom of Information Statement
- D Form of Tender
- E Contact Details

## **Appendix A – Bribery, Collusion & Canvassing Declaration**

TO BE COMPLETED BY ALL COMPANIES

TENDER TITLE:

I / We certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the quotation by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done, and we undertake that we will not do at any time before the hour and date specified for the return of this quotation, any of the following acts: -

Communicate to a person other than the person calling for those quotations, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of tender.

Enter into any agreement or arrangement with any other person that he shall refrain from quoting or as to the amount of any quotation to be submitted.

Offer or pay or give or agree to pay or give any sum of money or valuable consideration, directly or indirectly to any person for doing or having done or causing or having caused to be done, in relation to any other tender or proposed tender for the said work, any act or thing of the sort described above.

Engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

In this certificate the word “person” included any persons and anybody or association, corporation or unincorporated and “any agreement or arrangement” included any such transaction, formal or informal and whether legally binding or not.

I / We hereby certify that I / we will / will not comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

I / We hereby certify that I / we have not and will not canvas or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this quotation or award or proposed award of the contract and that to the best of my / our knowledge and belief, no person employed by me / us or acting on my / our behalf has done, or will do, such an act.

I / We hereby certify that, to the best of my / our knowledge and belief, no person who is a Councillor, Officer, Servant or Agent has any direct or indirect interest, in or connection with, the Organisation.

I / We \_\_\_\_\_

Of (insert address) \_\_\_\_\_

hereby declare that I am / we are in acceptance of the requirements of the Bribery, Collusion and Canvassing Clauses as detailed above

Signed By \_\_\_\_\_

Duly authorised to sign for and on behalf of \_\_\_\_\_

Dated \_\_\_\_\_

## **Appendix B – Fair Employment Declaration**

TO BE SIGNED BY ALL COMPANIES

### FAIR EMPLOYMENT

DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL CONTRACTORS

ARDS AND NORTH DOWN BOROUGH COUNCIL

FAIR EMPLOYMENT AND TREATMENT [NI] ORDER 1998

1. Article 64 of the Fair Employment and Treatment [N.I.] Order 1998 ["the Order"] provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64 also provides that the Public Authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purpose of such contracts as are mentioned above by an unqualified person.
2. An unqualified person is either an employer who, having been in default in the circumstances specified in Article 62(1) of the Order, has been served with a notice by the Equality Commission for Northern Ireland stating he is not qualified for the purposes of Article 64 to 66 of the Order, or an employer who, by reason of connection with an employer on whom has been served a notice to that effect, has also been served with such a notice.
3. Mindful of its obligations under the Order, the Council has decided that it shall be a condition of inclusion or retention on its Approved List that a Contractor shall not be an unqualified person for the purposes of Article 64 to 66 of the Order.
4. Contractors are therefore asked to complete and return the attached Declaration/Undertaking, and shall be required at any stage, before acceptance of a Tender by the Council, to confirm that they are not unqualified persons, and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with the Council to which Article 64 of the Order applies.

**DECLARATION AND UNDERTAKING**

I/We hereby declare that I am/we are not unqualified for the purpose of Article 64 to 66 of the Fair Employment and Treatment (NI) Order 1998.

I/We undertake, forthwith, to inform the Council, should any notice, stating that I am/we are unqualified, be served upon me/us by the Equality Commission for Northern Ireland.

Signed

Duly authorised to  
Sign for

Dated

**Appendix C – Freedom of Information Statement**

**TO BE SIGNED BY ALL COMPANIES**

Ards and North Down Borough Council (hereafter called ‘The Council’) is subject to the terms of the Freedom of Information Act 2000. Any information, which comes into the possession of the Council, will be subject to disclosure under the provisions of that Act, unless an exemption applies. Only the Council can make a decision regarding whether information is disclosable or not. In arriving at the decision, the Council will take account of the nature of the information, exemptions provided for in the Act, and the Public Interest. If the information is disclosable, the Council has no discretion to prevent its disclosure.

Up to and including the evaluation process, all the information provided by Vendors to the Council will be considered to be of a confidential nature. Beyond the evaluation process, the provisions of the Act will govern what the Council is obliged to disclose. The evaluation process will be deemed to have been completed when the Council has made its decision, or Management Team has decided that the particular procurement exercise is not viable.

Vendors should be aware that the information provided in the completed tender and contracted documents could be disclosed in response to a request under the Freedom of Information Act. We will proceed on the basis of disclosure unless an appropriate exemption applies. No information provided by Vendors will be accepted “in confidence” and the Council accepts no liability for loss as a result of any information disclosed in response to a request under the Freedom of Information Act.

The Council has no discretion whether or not to disclose information in response to a request under the Freedom of Information Act, unless an exemption applies. Disclosure decisions will be taken by appropriate individuals in the Council having due regard to the exemptions available and the Public Interest in maintaining the exemption.

Vendors are required to highlight information that they include in the procurement documents, which they consider to be commercially sensitive or confidential in nature, and should state the precise reasons, why that view is taken. In particular issues concerning trade secrets and commercial sensitivity should be highlighted. Vendors are advised against recording unnecessary information.

In accordance with the Lord Chancellors Code of Practice on the discharge of public functions, the Council will not accept any contractual term that purports to restrict disclosure of information held by the Council in respect of the contract or procurement exercise save as permitted by the Freedom of Information Act. The decision whether to disclose information rests solely with the Council.

The Council will consult with Vendors, where it is considered appropriate, in relation to the release of controversial information relating to them.

I acknowledge Council policy in respect of Freedom of Information

**Signed**..... **Date**.....

**Appendix D - Form Of Tender**

**TO BE COMPLETED BY ALL COMPANIES**

**QUOTATION TITLE:** xxxx

FOR

Name of Supplier.....

Address.....

.....

I/We.....

having examined the above works, tender documentation, hereby quote for and undertake to perform the said services in accordance with the terms of the tender documents for the cost of £.....

Unless and until a formal agreement is prepared and executed this tender, together with our written acceptance thereof, shall constitute a binding contract between us.

I/We understand that the Council does not bind itself to accept the lowest or any tender it may receive.

As witness our hand this.....day of .....

Signature(s) of Contractor:.....

.....

**Appendix E - Contact Details**

**TO BE COMPLETED BY ALL COMPANIES**

Please complete this form with your company details and include it with your submission:

1 Company Name.....

2 Address.....  
.....

3 Postcode.....

4 Telephone Number.....

5 Fax Number.....

6 Name of person to contact in connection with this submission.....

7 Position in Company.....

8 Telephone Number.....  
[if different from above]

9 Fax Number [if different from above].....

10 Email address.....

11 Mobile Telephone number.....

12 Website address.....

13 Number of employees: Full time..... Part time.....

14 We would invite feedback from companies regarding this tender process. Any suggestions regarding how this exercise might have been improved are welcome:

.....  
.....  
.....

**Minimum Standards Of Experience Pro-Forma**

Tenderers must complete the table below for all proposed personnel clearly demonstrating that they have the minimum standards of experience as detailed within the 'Instructions to Tenderers'. To demonstrate previous experience the examples provided must be within the last 3 years.

<b>Project Title and Brief Summary</b>	<b>Start date and completion date for project</b>	<b>Individuals role and duties within each project</b>	<b>Explanation of relevance to this project.</b>	<b>Explanation of Relevance to the selection criteria</b>

## Conflict Of Interest Declaration Form

PROJECT/TENDER TITLE	
DEPARTMENT	
TENDER/eSOURCING REF	

<b>Project Stage at which Declaration must be electronically signed</b>	<b>Current Stage</b>
<b>Prior to commencement of procurement process;</b> <i>(To be completed by all those involved in procurement process/documentation)</i>	<input type="checkbox"/>
<b>Prior to commencement of PQQ assessment when the list of Economic Operators who have submitted a PQQ is known;</b> <i>(To be completed by evaluation team members)</i>	<input type="checkbox"/>
<b>Prior to commencement of tender assessment process;</b> <i>(To be completed by evaluation team members)</i>	<input type="checkbox"/>
<b>Post award contract management.</b> <i>(To be completed by all those involved in contract management)</i>	<input type="checkbox"/>

<b>The Council is committed to protecting the integrity of its procurement process and protecting those involved in the process by ensuring that no conflict of interest exists.</b>	
<b>I hereby confirm on this date that (Tick the statement that applies):-</b>	
<b>I have no external personal, professional or monetary interests that could lead to a conflict of interest in the procurement or management of this contract.</b>	<input type="checkbox"/>
<b>I have the following personal, professional or monetary interest and prior to my involvement in the project the head of Department in consultation with the Procurement Officer must confirm whether it could lead to a conflict of interest in the procurement or management of this contract</b>	<input type="checkbox"/>
<b>Provide details of interest here:</b>	

Signed: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROCUREMENT SECTION REPRESENTATIVE

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

### Sample Marking / Evaluation Form

<b>TENDER FOR THE PROVISION OF</b>	
<b>TENDERER:</b>	<b>DATE OF EVALUATION:</b>

Requirement	Scoring	Measure	Weight	Your Score	Weighted Score	Comment (only made if score is a fail)
Selection Criteria – Minimum Standards of Experience	Pass/Fail	The Tenderer has fully demonstrated their ability to meet all of the minimum standards of experience	Pass/Fail			
Selection Criteria – Economic and Financial Standing	Pass/Fail	The Tenderer has fully demonstrated their economic and financial standing	Pass/Fail			

<b>Award Criteria – XXXX</b>	5	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses.				
	4	A good response that meets the Client’s requirements with good supporting evidence. Demonstrates good understanding.				
	3	Meets Requirements. The response generally meets the Client’s requirements, but lacks sufficient detail to warrant a higher mark.				
	2	A response with reservations. Lacks convincing detail of the methodology to be applied. Medium risk that the proposed approach will not be successful.				
	1	An unacceptable response with serious reservations. Limited detail of the methodology to be applied. High risk that the proposed will not be acceptable.				
	0	The Tenderer failed to address the questions.				

<b>Award Criteria – XXXX</b>	5	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses.				
	4	A good response that meets the Client’s requirements with good supporting evidence. Demonstrates good understanding.				
	3	Meets Requirements. The response generally meets the Client’s requirements, but lacks sufficient detail to warrant a higher mark.				
	2	A response with reservations. Lacks convincing detail of the methodology to be applied. Medium risk that the proposed approach will not be successful.				
	1	An unacceptable response with serious reservations. Limited detail of the methodology to be applied. High risk that the proposed will not be acceptable.				
	0	The Tenderer failed to address the questions.				
<b>Award Criteria – XXX</b>	5	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses.				
	4	A good response that meets the Client’s requirements with good supporting evidence. Demonstrates good understanding.				
	3	Meets Requirements. The response generally meets the Client’s requirements, but lacks sufficient detail to warrant a higher mark.				
	2	A response with reservations. Lacks convincing detail of the methodology to be applied. Medium risk that the proposed approach will not be successful.				
	1	An unacceptable response with serious reservations. Limited detail of the methodology to be applied. High risk that the proposed will not be acceptable.				
	0	The Tenderer failed to address the questions.				

<b>Award Criteria – XXX</b>	5	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses.				
	4	A good response that meets the Client’s requirements with good supporting evidence. Demonstrates good understanding.				
	3	Meets Requirements. The response generally meets the Client’s requirements, but lacks sufficient detail to warrant a higher mark.				
	2	A response with reservations. Lacks convincing detail of the methodology to be applied. Medium risk that the proposed approach will not be successful.				
	1	An unacceptable response with serious reservations. Limited detail of the methodology to be applied. High risk that the proposed will not be acceptable.				
	0	The Tenderer failed to address the questions.				
<b>Award Criteria – Indicative Insurance Costs</b>						
<b>Award Criteria – COST</b>						
<b>Totals</b>						

**SIGNED BY EVALUATION TEAM**

DATE:

1. \_\_\_\_\_

2. \_\_\_\_\_

## Sample Award Letter

**Ref :**

Mr Joe Bloggs  
Project Manager  
ABC Limited  
Balloo Business Park  
Bangor  
BT20 4BT

30 March 2012

Dear Mr Bloggs

**Contract Title: Tender for the XXXXX**

XXXX Council is pleased to inform you that your tender submission for the above has been successful.

The Contract is subject to:

- The terms & conditions already signed and agreed by you in the Form of Tender,
- Costs are as stated in your proposal including expenses but exclusive of VAT.

Acknowledgement of this award is required by return.

Please complete Part A on Page 2 and return via email to xxxxxx@northdown.gov.uk.

XXXX Council wish you every success in the delivery of this service.

If you have any further queries please contact xxxxxxxxxx on 028 91xxxxx.

Yours sincerely

---

Mr A Person  
Head of XXXXXXXX

**PART A – To be Completed by Contractor**

**xxxxxxx - TENDER FOR XXXXXXXXXXXXXXX**

I/We acknowledge acceptance of the above contract award.

Name of Company: .....

Address: .....

.....

.....

Signed: .....

Dated: .....

Designation: .....

**PLEASE COMPLETE AND E-MAIL TO xxxxxxxx@xxxx.gov.uk**

## Sample Regret Letter

**Ref :**

Mr Joe Bloggs  
Project Manager  
ABC Limited  
Balloo Business Park  
Bangor  
BT20 4BT

30 March 2012

Dear Mr Bloggs

**Contract Title: Tender for the XXXXX**

I refer to your tender in relation to the above competition and regret to inform you that, after due consideration, your submission has been unsuccessful.

I would like to thank you for the time and effort taken in preparing your tender offer and hope you will continue to bid for contracts in the future.

If you would like to avail of a debrief please contact me on the above number.

Yours sincerely

Mr A Person  
Head of XXXXXXXX

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