

## 02

# SECTION 2: TENDER SUBMISSION REQUIREMENTS AND CONDITIONS OF TENDER

### Tenders should be submitted in accordance with the following instructions.

#### 1. Invitation to Tender (ITT)

The Authority is seeking tenders from suitably experienced and equipped Contractor to undertake the Services.

The Services required are set out in 01 Section 1 - Specification.

#### 2. Basis of Tenders

Tenders are being invited on an open award procedure.

#### 3. Scope

Tenders are being invited on the basis of undertaking the whole of the Services. However, the Authority reserves the right to split the award of the Services into packages.

#### 4. Contract Period

Tenders are invited for the period of a single task.

#### 5. Tenderers to visit

Tenderers are required to visit the Authority's offices at Aldern House, Baslow Road, Bakewell Derbyshire DE45 1AE in accordance with the instructions set out in **Clause 14** below. Contractors must thoroughly acquaint themselves with the extent and nature of the proposed Services and will be deemed to have done so before submitting a Tender.

#### 6. Presentation to the Authority

All selected Tenderers may be asked to make a presentation to Officers of the Authority on methods proposed for the performance of the Services. If the Authority decides to require presentations details of what must be covered by the presentation and how it will be evaluated will be sent to Tenderers no later than 5 days prior to the presentation.

#### 7. Queries about this ITT

Tenderers are advised to study the Tender Documentation and all other documentation provided by the Authority. These documents should be read and their true intent and meaning ascertained before submitting a Tender.

##### 7.1. Any queries concerning the information contained in this ITT should be sent to:

Natalie Banks-Siddons

Email: [Natalie.Banks-Siddons@peakdistrict.gov.uk](mailto:Natalie.Banks-Siddons@peakdistrict.gov.uk)

**The closing date for queries is 10 working days after the Tender Publication Date.**

##### 7.2. There should be no other contact with the Authority on this matter. Any direct contact may result in your exclusion from this ITT.

##### 7.3. Please be aware that your query, together with our response may, to ensure transparency and fairness, be circulated to all undertakings expressing an interest on an anonymised basis. If you consider that your query discloses commercially confidential information you must, with or upon your query, clearly indicate which information you consider is commercially confidential and why. The Authority will then exclude this information from any circulation. Blanket statements indicating commercial confidentiality will be ignored.

#### 8. Errors in completed tenders

The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its Price set out in the Tender Questionnaire at **Appendix 1** and the Form of Tender at **Appendix 2**.

#### 9. Sufficiency of Tender

The Tenderer shall be deemed to have undertaken all inspections, examinations and all other enquiries reasonable or necessary in connection with the terms and subject matter of the Tender. The Tenderer acknowledges and confirms that it has the requisite expertise, experience and equipment to perform its obligations under the Contract. The Authority will not accept and shall not be liable for any claims that are based upon a Tenderer's failure to obtain or have due regard for any information necessary to prepare a fully compliant and complete tender.

#### **10. Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of 3 months from the Tender Return Date.

#### **11. Tendering procedure and submission requirements**

- 11.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON 14<sup>th</sup> March 2025**

**Tenders must be submitted by e mail to [Tenders@peakdistrict.gov.uk](mailto:Tenders@peakdistrict.gov.uk)**

**By 1700 ON 14<sup>th</sup> March 2025 (the Tender Return Date)**

**The following, and only the following, must be used in the subject line:**

**REF: Digitisation Project**

**All attachments must be in pdf form**

**No information must be included in the covering e mail apart from the identity of the sender and a list of attachments**

- 11.2. It is the Tenderer's responsibility to ensure that its Tender complies with the submission requirements and is received by the Authority by the date and time set out. The Authority accepts no responsibility for any problems arising from the Authority's or the Tenderer's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the Authority's or the Tenderer's email systems or Tenderer's failure to check their email system for correspondence received from the Authority about this Tender. Tenderers must note that the current maximum size of any email receivable by the Authority is 10mb. It is the responsibility of the Tenderer to ensure that its Tender is received by the Authority. Tenderers are strongly advised not to submit their Tender immediately before the tender return deadline.
- 11.3. The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined.
- 11.4. The Tender shall be made on the Form of Tender at **Appendix 2**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:
- 11.4.1. Tender Questionnaire at **Appendix 1** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to in it;
- 11.4.2. Non-collusive tendering certificate at **Appendix 3** signed on behalf of the Tenderer and submitted to us in pdf format;
- 11.4.3. Analysis of resources;
- 11.4.4. Details of any part of the Services to be sub-contracted;
- 11.4.5. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
- 11.4.6. Any other information requested in the ITT.
- 11.5. Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted (provided that this is prior to the tender deadline) will be evaluated, any other Tenders will be disregarded.

- 11.6 The Authority reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.
- 11.7 No tender received after the deadline for receipt of tenders stipulated above shall be considered **under any circumstances**.
- 11.8 The Authority does not undertake to accept the lowest or any tender/ rates or to award the contract at all. The Authority may withdraw this invitation to tender at any time on giving written notice to all tenderers expressing an interest.
- 11.9 The successful Tenderer will be required to enter into a form of contract incorporating the Terms and Conditions at **Appendix 5**. No derogations will be permitted.
- 11.10 Qualified tenders are not permitted and will be rejected.
- 11.11 The Authority reserves the right to seek clarification from Tenderers to assist in its consideration of Tenders. This will not however be an opportunity for Tenderers to add to or supplement their tender.

## 12. Basis of Tender

- 12.1. The Tender shall show the Tendered sum for the actual Services and the VAT separately.
- 12.2. The Tender must include the value of all of the Services and must cover all costs and expenses which may be incurred in order to complete the Services in accordance with the Tender documentation and to assume all express and implied risks, liabilities and obligations imposed by the form of contract and all other documents forming part of the Tender documentation.
- 12.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.
- 12.4. Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

## 13. Sub-contracting

- 13.1. When submitting its Tender, the Tenderer must notify the Authority of any parts of the Services that it proposes to sub-contract. Failure to do so may invalidate any such Tender.

## 14. Tender Evaluation

**Tenders will be evaluated in two stages:**

### STAGE 1

- 14.1. Tenders will first be evaluated against the following requirements which will be scored on a pass/fail basis. Any Tender that scores "Fail" against any of these requirements may be deemed non-compliant and rejected without further evaluation.
- Completed Tender Questionnaire;
  - Production of BS EN15713 Secure Destruction of Confidential Material certificate (**Pass/Fail**)
- 14.2. The Tenderers will be evaluated at Stage 1 using the criteria set out below and set out in further detail in **01 Section 1 Specification** and the **Tender Questionnaire at Appendix 1**:
- 14.2.1. Costs Inputs (Price) – Section 5.1-5.3 of the Tender Questionnaire (20% of the total score value):  
 $20 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
- 14.2.2. Quality criteria (80% of the total score value):
- Quality Criteria 1: Service Details set out in Section 3 of the Tender Questionnaire: 20% weighting
  - Quality Criteria 2: Quality Management set out in Section 4.1 of the Tender Questionnaire: 30% weighting

- Quality Criteria 3: Key Performance Indicators set out in Section 4.2 of the Tender Questionnaire: 10% weighting
- Quality Criteria 4: Added Value elements set out in Section 5.5 of the Tender Questionnaire: 20% weighting

Stage 1:

Criteria	Weighting	Evaluation Criteria
Price	20%	$20 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria 1	20%	4 x score (see table below)
Quality Criteria 2	30%	6 x score (see table below)
Quality Criteria 3	10%	2 x score (see table below)
Quality Criteria 4	20%	4 x score (see table below)

- 14.3. Quality Criteria responses will each be marked against the scoring methodology set out in **clause 15** below.
- 14.4. Tenderers scores for Quality and Price will then be added together to produce an overall score and up to those Tenderers with the highest 5 scores will be invited to participate in Stage 2 of the ITT.
- 14.5. Rejected or eliminated tenders will not be scored.

**STAGE 2**

- 14.6. Following evaluation in accordance with **clauses 13.1-13.5** above, those Tenderers with the highest 5 scores will be invited to participate in Stage 2 of the ITT. Stage 2 shall consist of:
- 14.6.1. Completion and return of the Confidentiality Agreement in the form set out at **Appendix 5**;
- 14.6.2. Attendance at a site visit at the Authority's offices at Aldern House, Baslow Road, Bakewell DE45 1AE on 9<sup>th</sup> and 10<sup>th</sup> April 2025;
- 14.6.3. Submission of a sample in accordance with the instructions provided at the site visit within 10 working days of the date of the site visit.
- 14.7. The Tenderers will be evaluated at Stage 2 using the criteria set out below:
- 14.7.1. Costs Inputs (Price) – provided in connection with Stage 1 (40% of the total score value):  $40 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$ ;
- 14.7.2. Quality criteria (60% of the total score value):
- Direct comparison to be made of the original paper document against the digital copy by the Project Officer and another appointed officer from within PDNPA  
Examples of quality criteria include:  
No part of a document image to be missing  
Illegible where the original is legible  
Too dark / Too light  
*It is intended that an Image Quality Standard Document will be created and agreed, for use as a physical reference by both the successful bidder and PDNPA, to aid quality monitoring and approval throughout the lifetime of the project. The Document will demonstrate a range of images judged to be of an acceptable standard, including text, photographs and a variety of different substrates.*
  - Compatibility with the DMS will be judged by the Project Officer and another appointed officer from within the PDNPA - Please note, IT compatibility can only be scored as pass/fail.
  - Agreement of KPI's and targets

Stage 2

Criteria	Weighting	Evaluation Criteria
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Price	40%	$40 \times (\text{Lowest Tender Price}) \div (\text{Tenderer X's Price})$
Quality Criteria	60%	12 x score (see table below)

14.8. Quality Criteria responses will each be marked against the scoring methodology set out in **clause 15** below.

14.9 Tenderers scores for Quality and Price will then be added together to produce an overall score and the Tenderer with the highest overall score will be awarded the contract.

14.10 Rejected or eliminated tenders will not be scored.

**15.** Responses to the Quality Questions which reflect the Quality criteria above will each be marked against the following scoring methodology:

0	The Tenderer has given no response and/or if the response is not acceptable and/or does not cover the relevant heading/s.
1	There are major weaknesses or gaps in the information provided. The Tenderer displays poor understanding and there are major doubts about fitness for purpose. The approach to risk gives rise to major concerns. Major concerns about the Tenderer's experience and capability.
2	The proposal will in parts be sketchy with little or no detail given of how the Tenderer will meet the criteria. Information provided is considered weak or inappropriate and is unclear on how this relates to our requirements or the outputs/outcomes of the project. The approach to risk is not well supported and gives rise to concerns. Some concerns about understanding of the steps involved to deliver the aspects of the question posed, and/or the Tenderer's experience and capability.
3	The proposal has addressed the majority of our requirements but will lack some clarity or detail in how the proposed solutions will be achieved. Evidence provided, while giving generic or general statements, is not specifically directed toward the requirements or the outcomes/outputs of this project. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a reasonable level of confidence in the Tenderer's experience and capability.
4	The proposal has addressed, in some detail, all or the majority of our requirements. Evidence will have been provided to show not only what will be provided but will give some detail of how this will be achieved. It is clear how the proposals relate directly to the aims of the project and be specific, rather than general, in the way proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates an acceptable approach to risk and clearly captures the understanding of the steps involved to deliver the aspects of the question posed, giving a good level of confidence in the Tenderer's experience and capability.
5	As well as addressing all our requirements the Tenderer demonstrates a deep understanding of the project and / or may present innovative ideas (where appropriate). Proposals link directly to relevant project requirements, outcomes and outputs (as the case may be) and show how they will be delivered and the impact that they will have on other areas/stakeholders. Proposed solutions will deliver the desired outcomes and outputs. The proposal demonstrates little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer's experience and capability.

## 16. Award of Contract

16.1 A decision on which Tenderer to award the contract is expected to be made during the week commencing 2<sup>nd</sup> -9<sup>th</sup> May 2025.

16.2 The successful Tenderer will be required to promptly execute and return to the Authority the Contract incorporating the Terms and Conditions at **Appendix 4** and until such execution and completion, the successful Tenderer, the Authority's written acceptance and the issue of a Purchase Order for the Services shall constitute the Contract.

## 17 Obligations

17.1 Parties proposing to submit a tender are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

**18 Accuracy**

Information supplied to Tenderers by the Authority (whether in these documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to accuracy of any such information and no responsibility is accepted by the Authority for any inaccurate information obtained by Tenderers.

**19 Confidentiality**

All information supplied by the Authority in connection with the Invitation to Tender shall be regarded as confidential by the Tenderer except that such information may be disclosed for the purpose of obtaining quotes and/or professional advice necessary for the preparation of the Tender provided that a condition is imposed in similar words to this paragraph upon any person to whom disclosure is made.

**20 Canvassing**

Tenderers face automatic disqualification if they canvass for the Services by approaching any Member or Officer of the Authority with a view to gaining more favourable consideration of their tender. Tenderers should state whether Members or Officers of the Authority have any direct or indirect interests in their organisation.

**21 Transparency**

21.1 The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which requires the Authority to publish the Tender Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the "Contract"), and the name of the contractor; the date on which the contract was entered into; the value of the contract; and whether the contractor is a SME or VCSE. The Tenderer gives its consent for the Authority to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.

21.2 The Tenderer in submitting its Tender will 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 the Contract, and any schedules to the Contract, is not confidential information except to the extent specifically stipulated in the Contract. The Authority 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.