

## 2: TENDER SUBMISSION REQUIREMENTS AND CONDITIONS

### 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 the 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. 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.

- 4.1. Any queries concerning the information contained in this specification should be sent to: Sinead Butler (Finance Manager)  
Email: [Sinead.butler@peakdistrict.gov.uk](mailto:Sinead.butler@peakdistrict.gov.uk)
- 4.2. There should be no other contact with the Authority on this matter. Any direct contact shall result in your exclusion from this ITT.
- 4.3. 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.

#### 5. 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.

#### 6. 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.

#### 7. Period of Validity

Tenderers are required to keep their tenders valid for acceptance for a period of 5 months from the Tender Return Date.

#### 8. Tendering procedure and submission requirements

- 8.1. **THE DEADLINE FOR RECEIPT OF TENDERS IS 17:00 ON 20/12/2024**

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

By 1700 ON 20/12/2024

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

REF: Internal Audit Tender PDNPA

**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**

- 8.2. 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.
- 8.3. 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.
- 8.4. Tender shall be made on the Form of Tender at **Appendix 1**. It must be fully completed and signed on behalf of the Tenderer, submitted to us in pdf format and accompanied by:
  - 8.4.1. Tender Questionnaire at **Appendix 2** fully completed and signed on behalf of the Tenderer submitted to us in pdf format and accompanied by any documents referred to in it;
  - 8.4.2. Non-collusive tendering certificate at **Appendix 3** signed on behalf of the Tenderer and submitted to us in pdf format;
  - 8.4.3. Copies of all Insurance Certificates, for the Tenderer and any sub-consultants;
  - 8.4.4. Any other information requested in the ITT.
- 9.5 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.
- 9.6 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.
- 9.7 No tender received after the deadline for receipt of tenders stipulated above shall be considered **under any circumstances**.
- 9.8 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.
- 9.9 The successful Tenderer will be required to enter into the form of contract attached at **Appendix 4** (the Contract). No derogations will be permitted.
- 9.10 Qualified tenders are not permitted and will be rejected.
- 9.11 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.

## **9. Basis of Tender**

- 9.1. The Tender shall show the Tendered sum for the actual Services and the VAT separately.
- 9.2. 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.
- 9.3. The Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the correctness and sufficiency of its rates and prices.

9.4. 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.

#### **10. Sub-contracting**

10.1. 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.

#### **11. Tender Evaluation**

11.1. Tenders will be evaluated against the following requirements:

- 12.1.1 Completed Tender Questionnaire. Any Tender that scores "Fail" against any of the requirements contained in the Tender Questionnaire may be deemed non-compliant and rejected without further evaluation.
- 12.1.2 The Price and Quality Criteria set out in the Specification being:
  - Price (25% of the total score value)
  - Quality Criteria (75% of the total score value).
- 12.2 Rejected or eliminated tenders will not be scored.

#### **13. Award of Contract**

12.1. The successful Tenderer will be required to promptly execute and return to the Authority the Contract at Appendix 4 in the form of contract included with this ITT 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.

#### **13. Obligations**

13.1. Tenderers are advised to ensure that they are familiar with the nature and extent of their obligations if their Tender is accepted.

#### **14. 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.

#### **15. Confidentiality**

All information supplied by the Authority in connection with the ITT 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.

#### **16. 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.

#### **17. Transparency**

18.1 The Tenderer in submitting its Tender agrees and accepts the Authority in complying with its obligations under the government's transparency agenda, which may require the Authority to publish the Tender Questionnaire and the ITT and the text of the Contract, and the name of the successful Tenderer; 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.

18.2 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 2000 and the Environmental Information Regulations 2004 ("the Acts"). 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 Acts.