



Instructions to Tender

The Provision of an Electric Vehicle (EV) Charging Infrastructure in Conwy County Borough

Tender Reference: CCBC/EV Charging 2025

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INSTRUCTIONS TO SUPPLIERS

These Instructions are provided to assist Suppliers in preparing their tender but do not form part any ensuing contracts. Failure to comply with these Instructions may result in the rejection of the tender.

1. INTRODUCTION

Conwy County Borough Council (the 'Authority') wishes to appoint a suitable Supplier (the 'Supplier(s)') to increase the provision of Electric Vehicle Charge Points (EVCPs) in the County.

The term of the contract period will be for 10 years with an option to extend for a further period of 3 years being solely at the discretion of the Authority.

This tender pack sets out the information which is required by the Authority in order to assess the suitability of Suppliers.

This tender documentation has been issued by the Authority in connection with a competitive tendering procedure conducted in accordance with the Open Procedure under the Procurement Act 2023 (the Act).

No information contained in this tender pack, or in any communication made between the Authority and any Supplier in connection with this tender pack, shall be relied upon as constituting a contract, agreement or representation that any offer shall be presented in accordance with this tender pack.

The Authority reserves the right subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering procedure or to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this tender pack or any supporting documentation.

In assessing the answers to the tender questions, the Authority will be seeking evidence of the Suppliers suitability to provide the services as set out in the tender pack. Award criteria will be a combination of price and quality scoring as advised in the documentation and will be in accordance with sections 22 and 57 to 60 inclusive of the Procurement Act 2023.

2. SERVICE DETAILS AND REQUIREMENTS

Suppliers should refer to the 'Specification' document of the tender pack for full details of the service requirements.

3. COST OF TENDERING

The Authority will not be responsible for or pay for expenses or losses which may be incurred by any Supplier during preparation of the tender. No payment shall be made by the Authority for abortive work during preparation of the tender, or any expenses incurred in connection herewith, if the contract does not proceed or to any Supplier who fails to submit a tender.

4. DOCUMENT OWNERSHIP

The tender documents are, and shall remain, the property of the Authority. If a tender is not to be submitted, the documents are to be returned together with a short statement of the reason(s) for declining to tender to the Authority.

5. TENDERS CONFIDENTIAL

By receiving this tender pack Suppliers agree to keep confidential the information contained in it, or made available in connection with any further enquiries, during the course of the procurement process.

Suppliers should not disclose the fact that they have been invited to tender or release details of the tender pack other than in an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.

6. PRICES

Suppliers are required to state the full price for the contract in the Price Schedule in accordance with the Specification and Conditions of Contract given in these tender documents.

All monetary values shall be in Pounds Sterling and exclude VAT.

Further information can be found in the Price Schedule of the Invitation to Tender document.

7. APPRAISAL

Suppliers should refer to the 'Tender Appraisal' (page 10) of these Instructions.

8. ACCEPTANCE OF A TENDER

The Authority will make every effort to reach a decision on the award of any contract within 90 days of the closing date for submission of tenders. If the 90 day period appears likely to be exceeded, the Authority will initially seek to negotiate an extension of that period with the Suppliers. However, if exceptionally this is not possible or the delay appears to be excessive, the Authority shall re-tender the services. **Tenders MUST therefore remain open for acceptance for a minimum of 90 days from the tender return date.**

The Authority is not bound to accept the most advantageous submission or any tender.

No tender shall be deemed to be accepted until the Authority has notified such acceptance to the Supplier in writing. A letter accepting the Supplier's tender will constitute a binding Agreement between the Authority and the Supplier.

All information supplied by the Authority in connection with this tender pack will be supplied in good faith but unless specifically warranted shall be treated as for information only and any defects, errors or omissions therein shall not vitiate the Agreement. All information shall be treated as confidential by prospective Suppliers.

The tender shall be submitted in the Form of Tender (Appendix 1 of the Invitation to Tender). The Form shall be signed by the Supplier and submitted in the manner and by the date and time stated.

All documents requiring a signature shall be signed: -

- Where the Supplier is an individual - by that individual.
- Where the Supplier is a partnership - by two duly authorised partners.
- Where the Supplier is a consortium – by duly authorised partners of all members of the consortium
- Where the Supplier is a Company - by two Directors or by a Director and a Secretary of the Company, such persons being duly authorised for that purpose.

9. LANGUAGE

Suppliers should note that tenders and supporting information must be written in the English or Welsh language.

Any resulting contract, its formation, interpretation and performance will be subject to and in accordance with the law of England and Wales.

10. ILLICIT TENDER INFORMATION REQUESTS

Any Supplier who directly or indirectly canvasses any member or official of the Authority concerning the award of the contract, or who directly or indirectly obtains or attempts to obtain by whatever means from any such member or official, information concerning any other tender or proposed tender for the service will be disqualified.

11. ERRORS

Should arithmetical errors be discovered in your tender submission, the Supplier will be afforded the opportunity to amend the arithmetical errors by correcting the arithmetical error(s). However, apart from these genuine arithmetical errors no other adjustment, revision or qualification will be accepted. Should any other errors be identified, the Supplier will be required to stand by their submitted tender or withdraw from the process.

12. NON-COMPLIANT TENDERS

Tenders which do not comply with these Instructions may not be considered.

13. PROCUREMENT TIMETABLE

Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any time: -

Date	Activity
12 May 2025	Notice published on the Sell2Wales and Find a Tender websites. Tender packs available to interested Suppliers via Sell2Wales.
12 June 2025	Deadline for Suppliers to submit queries via Sell2Wales (12 pm).
19 June 2025	The Authority to provide responses to queries via Sell2Wales.
26 June 2025	Completed tender submission deadline date via Sell2Wales (12 midday).
w/c 30 June 2025	Provisional date for the evaluation process of the written submission(s) to commence.
w/c 21 July 2025	Provisional date for in person presentations and clarifications to take place.
w/c 04 August 2025	Provisional date to advise Suppliers their final assessment summaries.
Same date as above	Publish a Contract Award Notice and standstill period commences (8 working days).
w/c 11 August 2025	Provisional standstill period ends.
w/c 11 August 2025	Provisional contract award date.
Within 30 days of the above	Publish a Contract Details Notice.

13.1 Preliminary market engagement

A preliminary market engagement notice was not published in connection with this opportunity.

Authority officers attended an Electric Vehicle conference in Bangor, Gwynedd held by Transport for Wales on 19th November 2024.

14. CONTRACT COMMENCEMENT

It is anticipated that this contract will commence from August 2025.

14.1 Service Levels, Service Credits and KPIs

Please see the specification for full details regarding Service levels, Service Credit and KPIs.

14.1 Contract terms

14.1.1 A draft concession contract has been included as part of this tender pack.

14.1.2 Final terms of the contract will be discussed with the successful supplier. It is the intention to incorporate the successful supplier's tender submission into the contract.

14.1.3 It is not the intention to publish a copy of the contract under section 53 sub section 4 of the Act.

14.3 Procurement terms and conditions

14.3.1 Option to direct award: The Authority reserves the right to directly award additional or repeat, goods, works or services in accordance with Schedule 5, paragraph 8 of the Act.

14.3.2 Conflict assessments: Conflict assessments have been prepared in accordance with the Act.

14.4 Key dependencies

14.4.1 There are no perceived key dependencies which may impact the requirement and/or solution, such as critical delivery dates or interfaces with other systems.

15. INSTRUCTIONS FOR COMPLETION

Suppliers must follow the instructions outlined below when completing the Invitation to Tender document.

The procurement documents contain details of the project and submissions that are sought from suitable Suppliers. The Invitation to Tender requests basic information and data which if not supplied by the return date may preclude Suppliers from being considered for the tendering process.

Suppliers should answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Supplier's Organisation, this should be indicated with an explanation.

Failure to provide the required information, make a satisfactory response to any question or supply documentation referred to in responses within the specified timescale may mean that a Supplier is not invited to participate further. In the event that none of the responses are deemed satisfactory, the Authority reserves the right to terminate the procurement and, where appropriate, re-advertise the opportunity.

Suppliers must be explicit and comprehensive in their responses to this tender as this will be the single source of information on which responses will be evaluated. Suppliers are advised neither to make any assumptions about their past or current Supplier relationships with the Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure unless duly expressed in the submission.

16. COMPLETION AND SUBMISSION OF DOCUMENTS

For the preparation of your tender please find enclosed: -

- One Specification document.
- Specification appendices.
- One Instruction document (this document).
- One Invitation to Tender document.
- One copy of the draft contract

To submit a compliant tender, you must submit the following:

- a fully completed Invitation to Tender document including any permitted supporting documentation;
- a completed and signed Form of Tender (Appendix 1 of the Invitation to Tender).
- a completed and signed Declaration (Appendix 2 of the Invitation to Tender).
- completed and signed the Anti-Collusion Certificate (Appendix 3 of the Invitation to Tender).
- any requested supporting documentation.

Tenders must be submitted electronically via the Postbox facility on www.sell2wales.gov.wales. A user guide for the Postbox facility is available at:

https://www.sell2wales.gov.wales/sitehelp/help_guides.aspx.

The completed tender submission, together with any requested supporting information, must be uploaded and submitted electronically through the Sell2Wales website and be received by and no later than **the date and time as above in Section 13 Procurement Timetable**.

Providers are advised to allow adequate time for uploading documents and to dispatch the electronic response well in advance of the closing time to avoid any last minute problems.

Failure to submit the tender submission as required may result in the relevant Supplier being excluded from any further participation in this procurement process.

Any tender submitted and / or received after the date and time specified above may not be considered and the Organisation will be advised of this.

17. AUTHORITY CONTACT POINT

For any queries relating to the procurement process or tender documents, please use the Q & A facility on the Tender Notice via the Sell2Wales website as described in Section 19 below.

18. SUPPLIER CONTACT POINT

Suppliers are asked to include a single point of contact in their Organisation for their response to the tender. The Authority will not be responsible for contacting the Supplier through any route other than the nominated contact. The Supplier must notify the Authority of any changes relating to the contact promptly.

19. QUERIES

The tender pack is being provided on the same basis to all Suppliers who have registered their interest for this opportunity.

All queries should be directed through the Q&A section of the Tender Notice on the Sell2Wales website (www.sell2wales.gov.wales). No telephone, e-mail or in person queries will be accepted. No approach of any kind in connection with this tender pack or the procurement process generally should be made to any other person within, or associated with, the Authority.

If it is considered any question or request for clarification to be of material significance, both the question and the response will be published through the Q&A or Additional Information section of the Tender Notice on the Sell2Wales website anonymously to all Suppliers who have registered their interest in the opportunity through the website.

All queries arising from these documents which may have a bearing on the offer should be received via the website as soon as possible but **no later than 12 noon on the day specified in Section 13 Procurement Timetable**.

Please be advised that any and all changes relating to this tender pack will be communicated through the Q&A or Additional Documents sections of the Tender Notice on the Sell2Wales website.

Subject to the provisions of the previous paragraph and to any legal requirements imposed upon the Authority (such as those relating to FOIA), all responses received and any communication from Suppliers will, to the extent possible, be treated in confidence.

20. ADDITIONAL INFORMATION

The Authority expressly reserves the right to require a Supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this tender pack.

21. CONSORTIA AND SUB-CONTRACTING

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of services or products under any ensuing contract. Responses must enable the Authority to assess the overall service proposed.

The Authority recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Suppliers should therefore respond in the light of such arrangements as are currently envisaged. Suppliers are reminded that any future change in relation to consortia and sub-contracting must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.

Details should also be provided in relation to the proportion of any contract awarded that the Supplier proposes to sub-contract.

22. DATA PROTECTION

The information obtained from Suppliers within these tender documents / the tender process, such as name, job title, contact details, details of any consortium partners and subcontractors, CV's, TUPE, etc, is for the purposes of: -

- Tender evaluation activities.
- Business related communication and correspondence.

- Clarification requests and queries.
- Financial and business checks.
- Financial activities.
- TUPE.
- Reporting.
- The award of the contract and formation of the contract documents, where applicable.
- Ensuing contractual and monitoring arrangements.
- Maintaining a contract list and up-to-date list of the Supplier key personnel, where applicable.
- Declaration of interest activities.
- Freedom of Information responses.

This information will be retained and securely stored electronically by the Authority in accordance with the applicable retention periods for tender and contracting processes. The retention period shall be 7 years from completion of the contract unless otherwise stated in line with the Authority's retention policy.

No unauthorised parties will have access to your personal data unless the law allows them to do so. Your information will be shared on a need to know basis with the following recipients: -

- Within Authority departments with authorised officers and their nominated representatives.
- Other agencies such as other local authorities, BCUHB or appointed consultants, where applicable.
- E-procurement portal, such as Sell2Wales, for the successful completion of procurement activities, where applicable.
- Internal computer management systems such as Purchase to Pay (P2P), Paris, contracts list, etc.

The Authority's full Privacy Notice can be found here: <http://www.conwy.gov.uk/en/Council/Access-to-Information/Privacy-Notices/How-Conwy-County-Borough-Council-uses-your-Information.aspx>

23. FREEDOM OF INFORMATION

In accordance with the obligations and duties placed upon public Authorities by the Freedom of Information Act 2000 (the 'FoIA'), all information submitted to the Authority may be disclosed in response to a request made pursuant to the FoIA.

In respect of any information submitted by a Supplier that it considers to be commercially sensitive the Supplier should:

- Clearly identify such information as commercially sensitive.
- Explain the potential implications of disclosure of such information.
- Provide an estimate of the period of time during which the Supplier believes that such information will remain commercially sensitive.

Please submit responses to the above as an Appendix with the completed tender submission.

Where a Supplier identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Suppliers should note, however, that even where information is identified as commercially sensitive, the Authority might be required to disclose such information in accordance with the FoIA. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

24. SUPPLIER SELECTION

The Authority may disqualify any Supplier who fails to:

- Comply with the requirements of Procurement Act 2023 Section 57, Schedule 6 and Schedule 7 and / or fails to certify on the Declaration that it has fulfilled these requirements.
- Provide a satisfactory response to any questions in the tender pack or inadequately or incorrectly completes any question.

The Suppliers who are not disqualified in accordance with the above grounds shall be evaluated on the qualification criteria.

The Authority may seek independent financial and market advice to validate information declared or to assist in the evaluation.

Where a Supplier has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, other information considered appropriate by the Authority will be accepted.

25. TENDER APPRAISAL

Tenders shall be appraised on price 30%, quality written submission 50% and presentation 20%.

26. QUALITY EVALUATION – Overall 70%

The quality assessment will be based on the following table with the associated weighting provided and the Supplier shall include within their tender submission all necessary information in order to allow the quality assessment to be completed.

The information supplied will be checked for compliance before responses are evaluated.

The evaluation will be undertaken by an Evaluation Panel who will follow a systematic and comprehensive process as detailed below. This comprises scoring the submitted information against the required standard. The scoring system will give a score for your ability to meet each criterion. Each criterion will be weighted as shown below:

Evaluation Criteria	Basis / Weighting
Section 1 – Basic Information About Your Organisation.	For information purposes.
Section 2 – Sub-contracting and Consortia.	For information purposes.
Section 3 – Financial Information.	Will be risk assessed.
Section 4 – Insurance.	Will be risk assessed.
Section 5 – Capacity and Commercial Aspects.	Will be risk assessed
Section 6 – Previous Experience and Specialist Skills	Will be risk assessed
Section 7 – Project Specific Information:	
7.1 Service Delivery Plan	24%
7.2 Health & Safety	4%
7.3 Technical specification, including servicing maintenance and future proofing	7%
7.4 Compliance with WG strategy and guidance	7%
7.5 Ethical procurement and community benefits	4%
7.6 Equality Impact Assessment (EqIA) - covering accessibility, bilingual support etc	4%

7.7 Presentation	20%
Section 8 – References	For information purposes.
Section 9 – Price Schedule	30%
Section 10 – Other Information Required.	Will be risk assessed.

The information given in Sections 3, 4, 5, 6 and 10 will be risk assessed in order to sustain the current climate and must be successful for the Evaluation Panel to be able to evaluate the rest of the submission. The Authority will take in to consideration the age of the company and any other relevant criteria, avoiding discrimination.

The evaluation panel will assess quality scores and award marks based on the tender score criteria shown in the table below. Suppliers scoring full marks will be awarded the full weight of that criterion:

Marks	Risk Assessment Criteria
Pass	Information provided as required and sufficient to indicate that there would be no risk or an acceptable level of risk if the Authority were to award a contract.
Fail	Information not provided or demonstrates that the level of risk associated with awarding a contract is unacceptably high. Organisations will be eliminated if any of the elements detailed in the Invitation to Tender achieve a Fail score.

Score	Classification
5	Exemplar response with a high level of substantiating information and detail provided. The information provided is relevant and exceeds the standards as specified.
4	High standard response with a good level of substantiating information provided. The information is sufficient to indicate that the Supplier is capable of achieving the required standard of service delivery. Meets the standard as specified.
3	Good standard of response with majority of requirements met but with some minor reservations. The information demonstrates the Supplier has ability / expertise / resources / structures to deliver the service required but some information has little relevance to the specific project requirements.
2	Acceptable basic response with reservations. The information provided indicates the Supplier has some relevant ability / expertise / resources / structures to deliver the service required but some information is irrelevant.
1	An unsatisfactory response. The information provided does not fulfil the requirement and does not meet minimum requirements in any way.
0	An unanswered response.

26.1. Financial Due Diligence

The Council will review the following in order to assess the economic and financial standing of the Applicant:

- Any other publicly available financial information (such as on Companies House).

In order to pass the financial assessment, the Council expects that:

- The Applicant demonstrates that it is profit-making in both of the last two financial years;

Or if it is loss-making in either or both of the last two financial years, a compelling reason explaining why this should not be seen as representing a significant risk to the financial stability of their organisation (e.g. exceptional items) is provided to the Council.

2. The Applicant demonstrates a positive net assets figure in both of the last two financial years or positive net assets figure in most recent financial year.

Or, if negative net asset figure for both financial years or negative net asset figure in most recent financial year, a compelling reason explaining why this should not be seen as representing a significant risk to the financial stability of their organisation is provided to the Council.

3. The Applicant's current ratio is greater than or equal to 0.8.

Or, if current ratio is less than 0.8, compelling reason explaining why this should not be seen as representing a significant risk to the financial stability of their organisation (e.g. industry standards / receivables recovery duration etc.).

The required minimum threshold for an Applicant to pass the financial assessment is a Low or Medium Financial Risk Score.

The economic and financial standing shall be assessed based on the following:

Low	No perceived financial risk. The Council has no, or limited, grounds for concern in relation to the Applicant's financial stability to provide the required services.
Medium	Acceptable financial risk. The Council has identified a risk of financial instability, but the risk is acceptable to the Council in relation to the Applicant's ability to provide the required services.
High	Unacceptable financial risk. The risk of financial instability of the Applicant is too high for the Council to accept in relation to the Applicant's ability to provide the required services.

Notwithstanding the above assessment ratings, in situations where Applicants have received a High rating of financial risk, the Council reserves the right to report to the Council's Section 151 Officer. The Section 151 Officer will review all the financial information submitted and assess any mitigating circumstances and determine whether an Applicant may be finally determined as having a score of Medium or Low and may consequently pass the financial assessment.

The Council reserves the right to:

- a) request any further information or clarifications as required to alleviate any concerns raised as a result of assessment of an Applicant's financial standing at any stage of the procurement process; and
- b) request that an Applicant provides a guarantee in order to proceed to the next stage of the procurement and if the Applicant refuses to enter into a guarantee in the form proposed by the Council, it shall fail the financial assessment and not pass to the next stage of the evaluation.

In situations where an Applicant receives a High risk rating and reports to the Council's Section 151 Officer in relation to the Applicant's financial standing, the decision of the Council's Section 151 Officer will be final in relation to whether the Applicant passes or fails.

27. PRICE EVALUATION – Overall 30%.

All prices, rates, etc. quoted are to be exclusive of Value Added Tax.

The price element of the tender shall be assessed based upon the percentage figure submitted in the Price Schedule and Form of Tender (**Appendix 1 of the Invitation to Tender**).

The scoring of the price element equates to 30% of the total mark. The percentage which will be scored by each Supplier is based on the submission of the highest bid offered for the concession. The highest bid will score a maximum of 30%. All other tenders will be awarded a percentage based on a proportion of this score i.e. submitted bid divided by highest bid x 30.

28. AWARDING THE CONTRACT

The overall successful tenderer will be the one with the highest percentage score when price, written submission and presentation weighted scores are added together.

When the Authority is intending to award the contract, all Suppliers will receive an assessment summary with details of the scores they obtained, and the assessment summary of the successful Supplier(s) intended to be awarded the contract.

A Contract Award Notice will also be issued on the Sell2Wales (www.sell2wales.gov.wales) and Find a Tender Service websites which will start the mandatory standstill period of eight (8) working days between publishing the information and signing a contract.

A Contract Details Notice will then be issued on the Sell2Wales (www.sell2wales.gov.wales) and Find a Tender Service (www.gov.uk/find-tender) websites within 30 days of the contract signing.

For this information to be issued electronically without delay, it is essential that tender submissions contain the Unique Supplier Identifier, the name and email address of the person within the Organisation to receive the details of the assessment summary.