

INSTRUCTIONS

Venue Cymru Hall Lighting Upgrade

Project Reference: EC/VCHL/2025/06

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INSTRUCTIONS TO SUPPLIERS

This document contains instructions ('Instructions') to assist potential Suppliers in preparing their Invitation to Tender submission but do not form part any ensuing Contracts. Failure to comply with these Instructions will result in the rejection of the Invitation to Tender submission.

01. INTRODUCTION

Conwy County Borough Council (the 'Authority') is seeking a suitable Supplier (the 'Supplier(s)') for the supply and delivery of new lighting fixtures, lighting control console and associated accessories ('products' / 'goods') to Venue Cymru, The Promenade, Llandudno, Conwy, LL30 1BB for its Hall lighting upgrade.

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

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

The Authority reserve the right to cancel, amend or vary the procurement process at any point with no liability on its part. Under no circumstances shall the Authority incur any liability in respect of this tender documentation or any supporting documentation.

In assessing the answers to the Invitation to Tender questions, the Authority will be seeking evidence of the Supplier's suitability to provide the goods and services as set out in the tender documentation.

Award criteria will be a combination of Pass / Fail criteria, Price and Quality scoring as advised in the tender documentation.

02. CONSEQUENCES OF MISREPRESENTATION

If you seriously misrepresent any factual information in filling in the Invitation to Tender, and so induce the Authority to enter in to a Contract, there may be significant consequences. You may be excluded from the procurement procedure and from bidding for other Contracts for three (3) years. If a Contract has been entered in to you may be sued for damages and the Contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation and you must be excluded from further procurements for five (5) years.

03. SERVICE DETAILS AND REQUIREMENTS

Suppliers should refer to the Specification document of the tender documentation for full details of the requirements.

04. 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 Invitation to Tender submission or any ensuing correspondence or taking part in the procurement process.

No payment shall be made by the Authority for abortive work during preparation of the Invitation to Tender submission, or any expenses incurred in connection herewith, if the Contract does not proceed or to any Supplier who fails to submit a completed Invitation to Tender.

05. DOCUMENT OWNERSHIP

The tender documentation is, and shall remain, the property of the Authority. If a Supplier decides not to submit a completed Invitation to Tender, a short explanation detailing the reason for withdrawing interest should be provided via the Sell2Wales website function so that the Authority can review any trends for not submitting a completed Invitation to Tender for this opportunity.

06. CONFIDENTIALITY

By receiving this tender documentation, 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 may submit a completed Invitation to Tender for this Contract opportunity nor release details of the tender documentation 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 Invitation to Tender submission.

07. PRICES

Suppliers are required to state the price for the goods in the Price Schedule in accordance with the Specification and Conditions of Contract given in this tender documentation.

All monetary values shall be in Pounds Sterling (to two decimal places) and exclude VAT.

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

08. APPRAISAL

Suppliers should refer to section 27 'Invitation to Tender Submission Appraisal' onwards of these Instructions.

09. ACCEPTANCE OF AN INVITATION TO TENDER SUBMISSION

The Authority intends to reach a decision on the award of any Contract within 90 days of the closing date for submission of completed Invitation to 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 may re-tender the services. **Submitted Invitation to Tenders MUST therefore remain open for acceptance for a minimum of 90 days from the Invitation to Tender return date.**

When the Authority is intending to award the Contract, all Suppliers who have submitted a bid will receive details of the award, the scores they obtained, the name(s) of the successful Supplier(s) and the score of the Supplier(s) intended to be awarded the Contract. For this information to be issued electronically without delay, it is essential that your Organisation's Invitation to Tender submission contains all the required contact details of the person(s) within your Organisation to receive the details of the proposed Contract award. You must inform the Authority if any changes to the contact details occur during the procurement process to ensure your Organisation receives the outcome information.

Following the outcome of the Evaluation Panel's recommendations there will be a standstill period of seven (7) calendar days. A Contract Award Notice will also be issued on the Sell2Wales (www.sell2wales.gov.wales) website on conclusion of the procurement process.

The Authority does not bind itself to accept the lowest priced or any Invitation to Tender received.

No Invitation to Tender submission shall be deemed to be accepted until the Authority has notified such acceptance to the Supplier in writing. A letter accepting the Supplier's Invitation to Tender submission will not constitute a binding Agreement between the Authority and the Supplier but will serve as notification of the award decision. No Contract (or implied or quasi-contract or other obligations of a contractual nature) will come in to being between the Authority and Supplier unless, and until, a written Contract on the terms set out in this tender documentation has been executed and delivered by both parties.

All information supplied by the Authority in connection with this tender documentation 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 or form the basis of any claim against the Authority. All information shall be treated as confidential by potential Suppliers.

The Supplier's price shall be submitted in the Form of Tender (Appendix 1 of the Invitation to Tender document). The Form of Tender shall be signed by the Supplier and submitted in the manner and by the date and time stated in section 19 'Completion and Submission of Documents' of these Instructions.

All documents requiring a signature shall be signed: -

- a. Where the Supplier is an individual – by that individual.
- b. Where the Supplier is a partnership – by two duly authorised partners.
- c. 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.
- d. Where the Supplier is a consortium – by the authorised signatory or signatories for the consortium legal entity or the lead Supplier on behalf of the consortium.

10. LANGUAGE

Suppliers should note that Invitation to Tender submissions and supporting information must be written in the English or Welsh language or bilingually in the English and Welsh language.

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

11. ILLICIT INFORMATION REQUESTS

Any Supplier who directly or indirectly canvasses any member of staff, council member or official of the Authority concerning the procurement process or award of the Contract, or who directly or indirectly obtains or attempts to obtain by whatever means from any such member or official of the Authority, information concerning any other Invitation to Tender submission or proposed Invitation to Tender submission for the Contract will be disqualified.

12. NON-COMPLIANT INVITATION TO TENDER SUBMISSIONS

Invitation to Tender submissions that do not comply with these Instructions will be deemed non-compliant and will not be included in the procurement process.

13. SUPPLIER CONTACT POINT

Suppliers are asked to include a single point of contact for their Organisation in their Invitation to Tender submission. 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.

14. AUTHORITY CONTACT POINT

For any queries relating to the procurement process or tender documentation, please use the Q & A facility on the Contract Notice via the Sell2Wales website as described in section 15 'Queries' below.

15. QUERIES

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

All queries relating to the procurement process must be directed through the Q & A section of the Contract Notice on the Sell2Wales website (www.sell2wales.gov.wales).

No telephone, e-mail (or any other electronic means of communication) or in person queries will be accepted. No approach of any kind in connection with this tender documentation or the procurement process should be made to any other person within, or associated with, the Authority.

Any questions asked by Suppliers and the responses provided by the Authority will be published anonymously through the Q & A and Additional Information sections of the Contract Notice on the Sell2Wales website to enable all Suppliers who have registered their interest through the website to view the information. Please do not include your company name within the text of your question to maintain your Organisation's anonymity. If your company name is included within the text of your question, it will be viewable to all other Suppliers who have registered an interest in the Contract opportunity.

The deadline for last receipt of questions from Suppliers via the Sell2Wales website is set out in section 16 'Procurement Timetable' below. Questions received after this deadline date and time may not be answered by the Authority.

Questions may be answered by the Authority as they are asked by Suppliers or the Authority may collate the questions and provide answers once the deadline for Supplier questions has passed or provide responses via combination of both methods.

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

16. PROCUREMENT TIME TABLE

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
31 July 2025	Notice published on the Sell2Wales website
31 July 2025	Tender documentation available to interested Suppliers via Sell2Wales
14 August 2025	Deadline for Suppliers to submit queries relating to the procurement process via Sell2Wales (12:00 (midday))
18 August 2025	Authority to provide responses to queries via Sell2Wales
28 August 2025	Deadline for completed Invitation to Tender submission returns via Sell2Wales (12:00 (midday))
Week commencing 1 September 2025	Provisional date for the evaluation process to commence
10 September 2025	Provisional date to advise Suppliers of the outcome of the evaluation

11 September 2025	Provisional date for standstill period commencement (00:00)
17 September 2025	Provisional date for standstill period to end (23:59)
18 September 2025	Provisional date for Contract award

17. CONTRACT COMMENCEMENT

It is anticipated that the Contracts will commence in September 2025 but the date will be agreed between the Authority and successful Supplier at Contract award after the successful completion of the standstill period. The Contract will commence once the Contract has been executed by the Supplier and the Authority.

18. INSTRUCTIONS FOR COMPLETION

Suppliers must follow these Instructions when completing the Invitation to Tender.

The tender documentation contains details of the project and submissions are sought from suitable Suppliers.

Suppliers must 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. Do not leave any question response sections blank.

Additional information to support an answer can be provided as long as the Supplier clearly states in the question response which supporting document should be assessed to support the response to that question. The supporting document will also need to be clearly labelled to reflect which question it relates to. Supporting documents / information must be relevant to the question and not generic materials.

Use of abbreviations should be avoided or only used when accompanied with the abbreviated term described in full followed by the abbreviated term in brackets from the outset of each document submitted by your Organisation, for example, General Data Protection Regulations ('GDPR').

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 Contract opportunity.

Suppliers must be explicit and comprehensive in their Invitation to Tender submission responses as this will be the single source of information on which responses will be evaluated. Suppliers are advised not 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 in to account in the evaluation procedure unless duly expressed in the submission.

No unauthorised alteration can be made to the Invitation to Tender or tender documentation.

19. COMPLETION AND SUBMISSION OF DOCUMENTS

For the preparation of your Invitation to Tender submission please find enclosed: -

- Specification document.
- Instructions document (this document).
- Invitation to Tender document.
- The General Terms and Conditions of Contract for the Supply and Installation of Goods (incorporating the GDPR Revision Addendum and Insurance Revision Addendum).
- GDPR Processing of Personal Information Schedule A.

To submit a compliant Invitation to Tender submission, you must ensure your Organisation submits the following by the submission deadline date and time: -

- A fully completed Invitation to Tender document including any requested supporting documentation.
- A completed and signed Form of Tender (Appendix 1).
- A completed and signed Anti-Collusion Certificate (Appendix 2).
- A completed and signed Commercially Sensitive Information in Relation to Freedom of Information Notification (Appendix 3).
- A completed and signed Conflict of Interest Notification (Appendix 4).
- Supporting manufacturer product data for the proposed products to directly compare to the Specification requirements.

Invitation to Tender submissions must be submitted electronically. The Authority will only accept electronic Invitation to Tender submissions via the Sell2Wales Postbox facility on <http://www.sell2wales.gov.wales>. A user guide for the Supplier Postbox facility is available at: https://www.sell2wales.gov.wales/sitehelp/help_guides.aspx.

The completed Invitation to Tender submission, together with any requested or permitted supporting information, must be uploaded and submitted electronically through the Sell2Wales website and be received by and no later than:

12:00 (midday) on Thursday 28 August 2025

Suppliers 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.

If you experience any technical difficulties with using the Sell2Wales website or Postbox facility, please contact the Sell2Wales Technical Helpline on 0800 222 9004 for assistance with uploading your completed Invitation to Tender submission to the applicable Sell2Wales Postbox prior to the submission deadline.

Failure to submit the Invitation to Tender submission as required and before the submission deadline will result in your Organisation being excluded from any further part in the procurement process. Any Invitation to Tender submission submitted and / or received after the date and time specified above will not be considered.

20. CLARIFICATIONS AND ADDITIONAL INFORMATION

The Authority may require a Supplier to provide additional information supplementing or clarifying information provided in their Invitation to Tender submission response. A time limit will be set by the Authority for the Supplier to clarify or supplement the information sought by the Authority as part of the clarification process.

21. ERRORS

Should arithmetical errors be discovered in a Suppliers Invitation to Tender submission, the Supplier will be afforded the opportunity to correct the arithmetical errors via a clarification request from the Authority as part of a clarification process.

No other adjustment, revision or qualification to the Invitation to Tender submission will be accepted. Should any other errors be identified, the Supplier will be required to stand by their submitted Invitation to Tender or withdraw from the procurement process.

22. CONFLICTS OF INTEREST

Suppliers are required to declare any conflicts of interest or potential conflicts of interest in the interest of avoiding distortion of competition and to ensure the equal treatment of all Suppliers pursuant to Regulation 81 to Regulation 83 of the Procurement Act 2023.

Conflicts of interest are to be declared in Appendix 4 'Conflict of Interest Notification' of the completed Invitation to Tender.

23. CONSORTIA AND SUB-CONTRACTING

If you are bidding on behalf of a group (consortium), or you intend to use sub-contractors, you must complete all of the questions on behalf of the consortium and / or any sub-contractors. You must declare who the consortium lead is and who will be contractually responsible for delivery of the Contract.

Relevant information should 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. Details should also be provided in relation to the proportion of any Contract awarded that the Supplier proposes to sub-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 immediately so that the Authority can make a further assessment by applying the selection criteria to the new information provided. The Authority may exclude the consortium or a sub-contractor from the procurement process based on an assessment of the new information.

If your Organisation engages sub-contractors in the delivery of the Contract, your Organisation, as the main contractor, must indemnify the Authority against any claims resulting from the actions (or inactions) of any sub-contractor engaged. Any sub-contractors must also have the same insurances in place as your Organisation (in the role of main contractor) except where the main contractor's policy clearly states that it also covers any sub-contractors engaged on the Contract.

24. SUPPLIER SELECTION

The Authority will disqualify any Supplier who fails to:

- Comply with the exclusion grounds listed in Regulation 57, Schedule 6 and Schedule 7 of the Procurement Act 2023 and / or fails to certify in the Exclusion Grounds section of the Invitation to Tender submission that it fulfils the requirements satisfactorily.
- Provide a satisfactory response to any questions in the tender documentation or inadequately or incorrectly completes any question.

The Suppliers who are not disqualified in accordance with the above grounds shall be evaluated in accordance with the declared criteria detailed from section 27 'Invitation to Tender Submission Appraisal' of these Instructions onwards.

The Authority may seek independent financial and market advice to validate information declared or to assist in the evaluation. This is not a contribution from a third party but serves as a means of confirming the accuracy of / verifying the information submitted by Suppliers.

Where a Supplier has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters then a valid explanation must be provided by the Supplier for the Authority to consider if it is acceptable to include the Invitation to Tender response in the evaluation, for example, the Supplier's insurance level is not yet at the Authority's

minimum required level but the Supplier would be willing to increase the insurance and provide evidence of this action if they were successful.

25. DATA PROTECTION

The information obtained from Suppliers within the tender documentation / the procurement process, such as name, job title, contact details, details of any consortium partners and sub-contractors, curriculum vitae ('CV'), referees / references, etc, is for the purposes of: -

- Procurement process evaluation activities.
- Business and procurement process related communication and correspondence.
- Clarification requests and queries.
- Financial and business checks.
- Financial activities.
- Reporting.
- The award of the Contract and formation of the Contract documents, where applicable.
- Contractual activities, management and monitoring arrangements, where applicable.
- 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 seven (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 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 Technology One, Purchase to Pay ('P2P'), Contracts list, etc.

The Privacy Notice for Corporate Procurement and Contracts can be found here:

<http://www.conwy.gov.uk/en/Council/Access-to-Information/Privacy-Notices/Corporate-Contracts-and-Procurement-Privacy-Notice.aspx>

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>

26. 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 in Appendix 3 'Commercially Sensitive Information in Relation to Freedom of Information Notification' of the completed Invitation to Tender. If Appendix 3 is not completed by the Supplier, it will be deemed that you consider no aspect of your Invitation to Tender response to be commercially sensitive.

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.

27. INVITATION TO TENDER SUBMISSION APPRAISAL

Invitation to Tender submissions shall be appraised on a 70% Quality and 30% Price basis and must achieve a Pass grade for all Pass / Fail questions.

Failure to provide a satisfactory response to any of the questions in the Invitation to Tender may result in the Authority not proceeding further with the submission. The Authority is not bound to accept the lowest priced or any Invitation to Tender submission.

The Invitation to Tender evaluation will be based on the following Evaluation Criteria table with the associated weightings provided. Further details of each weighting can be found in the sections that follow the Evaluation Criteria table.

Suppliers are required to include all necessary information within their Invitation to Tender submission in order to allow the evaluation to be completed including any requested supporting information.

The Invitation to Tender response submitted by Suppliers will be checked for compliance before responses are evaluated (where practical).

The evaluation will be undertaken by an Evaluation Panel who will follow a systematic and comprehensive process as detailed below.

The evaluation comprises of reviewing and scoring the submitted information against the required standard. Examples are provided to illustrate the evaluation methodology.

Each criterion will be weighted as shown below: -

Evaluation Criteria	Weighting
Section 01 – Potential Supplier Information and Contact Details	For information purposes
Section 02 – Sub-contracting and Consortia	For information purposes
Section 03 – Economic and Financial Standing	Pass / Fail – will be scored via the Financial Risk Assessment criteria
Section 04 – Insurance	Pass / Fail – will be scored via the Pass / Fail Grade Criteria
Section 05 – Health and Safety	Pass / Fail – will be scored via the Risk Assessment Pass / Fail Criteria
Section 06 – Other Information	Pass / Fail – will be scored via the Risk Assessment Pass / Fail Criteria
Section 07 – Exclusion Grounds	Pass / Fail – will be scored via the Pass / Fail Grade criteria

Section 08 – Project Specific Information:	70% Quality score broken down as follows:
8.1) Anticipated lead in time for delivery of goods to Venue Cymru	4%
8.2) Details and manufacturer product data information for the product proposed for Fixture Type A	7%
8.3) Warranty information for the Fixture Type A goods	4%
8.4) Details and manufacturer product data information for the product proposed for Fixture Type B	7%
8.5) Warranty information for the Fixture Type B goods	4%
8.6) Details and manufacturer product data information for the product proposed for Fixture Type C	7%
8.7) Warranty information for the Fixture Type C goods	4%
8.8) Details and manufacturer product data information for the product proposed for Fixture Type D	7%
8.9) Warranty information for the Fixture Type D goods	4%
8.10) Details and manufacturer product data information for the product proposed for Fixture Type E	7%
8.11) Warranty information for the Fixture Type E goods	4%
8.12) Details and manufacturer product data information for all products proposed for Fixture Type F	7%
8.13) Warranty information for each product of the Fixture Type F goods	4%
Section 09 – Price Schedule: Core Requirements	30% Price score
Section 09 – Price Schedule: Cost Options	0% Cost options only

28. FINANCIAL RISK ASSESSMENT PASS / FAIL CRITERIA

The information given in section 3 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:

Marks	Financial Risk Assessment Criteria
Pass	Information provided as required and sufficient to indicate that there would be no risk or an acceptable low 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 Risk Assessment sections or questions within the Invitation to Tender achieve a Fail score unless indicated otherwise.

29. RISK ASSESSMENT PASS / FAIL CRITERIA

This scoring system will give an assessment score for your Organisation's ability to meet the identified criteria.

The information given in sections 5 and 6 of the Invitation to Tender will be risk assessed in order to sustain the current climate and must achieve a Pass assessment rating for the Evaluation Panel to evaluate the rest of the Invitation to Tender submission.

The Evaluation Panel will assess information and determine the risk assessment based on the criteria shown in the table below: -

Assessment	Risk Assessment Pass / Fail Criteria
Pass	Information provided as required and is sufficient to indicate that there would be no risk or an acceptable low level of risk if the Authority were to award a Contract.
Fail	Information not provided or not provided in full or indicates a non-proactive or non-forward thinking approach by the Organisation or does not meet legislative requirements or the information provided is irrelevant or unsatisfactory to this Contract or highlights concerning elements demonstrating that the level of risk associated with awarding a Contract is unacceptably high.

Any Supplier who achieves a Fail assessment rating for any of the Risk Assessed questions will be eliminated from the evaluation and the remainder of the procurement process.

30. PASS / FAIL GRADE CRITERIA

The Pass / Fail Grade criteria will be used to pass Suppliers who meet the requirements satisfactorily or exclude Suppliers who do not meet the set requirements: -

Grade	Pass / Fail Grade Criteria
Pass	Supplier meets the requirements satisfactorily or has agreed to meet the requirements stipulated and / or has no grounds for exclusion.
Fail	Supplier does not meet the requirements and / or has grounds for exclusion and / or self-cleaning is unsatisfactory.

The information given in sections 4 and 7 of the Invitation to Tender will be scored with the Pass / Fail Grade criteria and Suppliers must achieve a Pass grade for the Evaluation Panel to evaluate the rest of the Invitation to Tender submission.

Any Supplier who achieves a Fail grade for any of the Pass / Fail Grade questions will be eliminated from the evaluation and the remainder of the procurement process.

31. QUALITY EVALUATION – 70%

The Quality scoring system will give a score for your Organisation's ability to meet the identified criteria.

Questions weighted with a percentage score will be allocated a 0 to 5 score, along with a rationale for allocating the score, by each scoring member of the Evaluation Panel in accordance with their assessment of the information provided by the Supplier to answer the question.

The 0-5 scores allocated by each of the Evaluation Panel scoring members for the question response are then totalled together, divided by the maximum possible score the question response could receive (based on the number of Evaluation Panel scoring members and the highest score from the score range each) multiplied by the percentage weighting of that question to give the percentage score achieved for that question response (to two (2) decimal places).

The percentage scores for each applicable question are then added together to give the total Quality percentage score achieved by the Supplier.

Please see the example table below as an example of a Quality score achieved by a Supplier based on a Quality weighting of 50% with three (3) scoring members on the Evaluation Panel: -

EXAMPLE: Quality 50% Weighting

Supplier A						
Project Specific question and its percentage weighting	0-5 score allocated by Evaluation Panel member 1	0-5 score allocated by Evaluation Panel member 2	0-5 score allocated by Evaluation Panel member 3	Evaluation Panel member collated 0-5 score total	Maximum possible 0-5 score that could be achieved	Percentage conversion score
Question: A (10%)	5	5	5	15	15	10.00%
Question: B (20%)	4	4	4	12	15	16.00%
Question: C (10%)	4	3	4	11	15	7.33%
Question: D (5%)	3	3	3	9	15	3.00%
Question: E (5%)	4	3	3	10	15	3.33%
Total Quality Score out of 50%						39.66%

The Evaluation Panel will assess the information provided and award scores based on the criteria shown in the table below: -

Score	0-5 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 the 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 or additional information may have assisted to enhance the response.
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 or causes concern.
1	An unsatisfactory response. The information provided does not fulfil the requirement and does not meet minimum requirements.
0	An unanswered response.

Only one of the 0-5 score options will be awarded by each of the scoring Evaluation Panel members for each Quality question response, for example a 4 or a 3. No variations of the 0-5 scores will be awarded by the Evaluation Panel members, for example, 3.5 instead of a 3 or a 4. If a question response meets only part of a 0-5 Score Classification, it will be marked with the lower score which it satisfies.

The Quality score achieved by the Supplier will be reported back as the overall Quality percentage score achieved.

32. PRICE EVALUATION – 30%

All prices, rates, costs, etc., quoted are to exclude Value Added Tax (VAT).

The Price element of the Invitation to Tender submission shall be assessed based upon the rates submitted in the Price Schedule and Form of Tender (Appendix 1).

The scoring of the Price element equates to 30% of the total percentage score.

The number of points scored by each Supplier is based on the submission of the lowest priced bid / Invitation to Tender. The lowest priced bid will score maximum points of 100. All other Invitation to Tender submissions will be awarded points based on a proportion of this score, for example, lowest price divided by price of submission multiplied by 100. Points will then be converted in to a percentage score out of 30 (to two decimal places) to give each Invitation to Tender submission a Price total score and a ranking.

Please see the below table as an example demonstrating four (4) Suppliers submitting an Invitation to Tender and the Price weighting is 15%: -

EXAMPLE: Price 15% Weighting					
Supplier	A	B	C	D	Calculation
Submission price (£)	100,000	98,000	99,000	97,000	
Price score (proportion of lowest)	97.00	98.98	97.98	100.00	Lowest price / submission price x 100
Price weighting (%)	15	15	15	15	
Overall weighted Price score (%)	14.55	14.85	14.70	15.00	Price score / 100 x Price weighting
Overall Price ranking	4	2	3	1	

Any Cost Options requested in the applicable section of the Invitation to Tender Price Schedule should not be included in the Form of Tender (Appendix 1 of the Invitation to Tender document) price. Cost Option prices are for information purposes only as described in the Price Schedule.

The Price score(s) achieved by the Supplier will be reported back as the overall Price percentage score achieved.

33. CONTRACT AWARD

The successful tenderer will be the one with the highest combined price and quality percentage when added together.

Contract award would only progress in connection with the Instructions given within this tender documentation.

If the contract is awarded, a Contract Details Notice will be issued on the Sell2Wales website (www.sell2wales.gov.wales) within 30 days of the contract signing.