

Conwy County Borough Council

ECEC2509S Porth Eirias Internal Remodelling & External Modular Toilet

Volume 1

Instructions to Tenderers

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1 Instructions to Tenderers

1.1 Introduction

Conwy County Borough Council (hereafter referred to as the *Client*) is currently seeking to procure a suitably qualified *Contractor* (for clarity, reference to Tenderer within these documents should be taken as having the same meaning as *Contractor*) for the performance of the following contract: **ECEC2509S Porth Eirias Internal Remodelling & External Modular Toilet**

1.2 Status of Instructions

These instructions are issued for the guidance of Tenderers and will not form part of any subsequent contract. Failure to comply with these instructions may however result in rejection of the tender.

1.3 Summary of the Works

The works comprise the refurbishment and reconfiguration of the existing changing facilities at Porth Eirias, Colwyn Bay, together with installation of a new modular public toilet building and all associated architectural, civil, mechanical and electrical services works necessary to provide a fully operational facility

The works include:

- Internal strip out and demolition.
- New partitions and doors.
- Fire compartmentation works.
- New floor finishes.
- Alterations to drainage.
- Heating modifications.
- Ventilation modifications.
- Water services alterations.
- Electrical installations.
- Fire alarm alterations.
- Security system alterations.
- External services.
- Installation of modular toilet building.
- Testing, commissioning and handover

1.4 Procurement Timetable

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

Date	Activity
17/08/2026	Notice published on sell2wales.gov.uk
17/08/2026	Tender packs available for download from the sell2wales website
10/09/2026	Deadline for submission of clarification questions via Sell2Wales
17/09/2026	Completed tender document return / tender submission date 16:00Hrs
18/09/2026	Evaluation of tenders
24/09/2026	Contract Award
08/10/2026	Contract Commencement date
26/11/2026	Contract completion date

1.5 Form of Contract

The form of Contract for this Scheme will be NEC4 Engineering and Construction Short Contract (ECSC) June 2017 (January 2023 amendments), dispute resolution Option W2 and secondary Options X2, X7, X15, X29, Y(UK)2 and Z Clauses.

Any reference to 'Contract Administrator', 'Project Manager' 'Project Officer' or 'Engineer' within Volumes 1 - 2 shall be taken as having the same meaning as '*Client*' in the *conditions of contract*. Any reference to '*Overseeing Organisation*' shall be taken as having the same meaning as '*Client*'.

1.6 Project Manager and Supervisor

Both persons are appointed by and represent the direct interests of the *Client*. The Supervisor is normally resident on Site with the main duty of examining and checking workmanship to ensure that the requirements of the contract are being met.

The Project Manager is responsible for managing the contract and for protecting the direct interests of the *Client*. He is not normally resident on Site but will make regular and frequent visits. Both the Project Manager and Supervisor are empowered to carry out actions and make decisions required under the contract.

1.7 Price List

Tenderers shall submit a fully completed Price List with their tender. The Price List will form part of the Contract Data and shall comprise the activities identified by the Client together with the corresponding Prices entered by the Tenderer.

The Price entered against each activity shall represent the total amount required to complete that activity and shall include all costs associated with Providing the Works in accordance with the Scope, including labour, materials, plant, temporary works, supervision, management, overheads, profit and all other incidental costs.

Tenderers shall ensure that the Prices include for all obligations, responsibilities and requirements described within the Scope, including but not limited to preliminaries, health and safety measures, temporary works, testing, commissioning, training, handover documentation, operation and maintenance information, as-built records and all other obligations necessary to complete the works.

Tenderers may, where considered necessary, subdivide activities within the Price List. Any additional activities shall be clearly described and shall enable the work included within each activity to be readily identified and its completion to be objectively assessed for payment purposes.

The Price List shall be consistent with the Tenderer's proposed methodology and programme and shall include all work necessary to Provide the Works in accordance with the Scope.

An activity is complete when all work necessary for that activity, including testing and making good, is complete.

The Tenderer is deemed to have allowed within the Prices for all work, materials, services, obligations and requirements reasonably inferable from the Scope and the other contract documents. No additional payment will be made for any such items omitted from the Price List but required to complete the works in accordance with the contract

1.8 Tender Sum

The tender sum is the total of the Price List.

Any subsequent works requested by the *Client* will be treated as a *Compensation Event* in accordance with the *conditions of contract*

1.9 Lump sums

These must be quoted in pounds and pence (Pound Sterling), as appropriate, to two decimal places. All schedules submitted with tenders giving lump sums must be written in ink and be the original copy. The terms 'nil', 'n/a' or 'included' are not to be used but should be indicated as '£0'. Figures must be inserted against each item or activity - credit values in favour of the *Client* must not be used. The *Client* will make any necessary corrections to arithmetic errors found to be present in the tender.

1.10 Tender Programme

Tenderers are required to submit a programme with their tender. The programme shall demonstrate the Tenderer's proposed methodology and sequence for delivering the works and shall show the order and timing of the principal activities required to achieve Completion by the stated Completion Date.

The programme shall be in a clear and logical format and include sufficient detail to demonstrate the Tenderer's understanding of the works, interfaces, key milestones, procurement activities, design activities (where applicable), commissioning activities and any significant constraints affecting delivery of the works.

The programme submitted with the tender is for tender evaluation purposes only and shall not form part of the Contract.

Tenderers shall ensure that the programme is consistent with the submitted Price List and that the activities identified within the Price List are aligned with the proposed sequence and execution of the works shown on the programme.

1.11 Shorter Schedule of Cost Components

Tenderers shall complete the Fee Percentage, People Rates and Equipment adjustment information contained within Contract Data Part Two.

This information is required for tender evaluation purposes and for the administration of the Contract.

Compensation Events will be assessed in accordance with the NEC4 Engineering and Construction Short Contract and the Contract Data.

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1.12 Site Information

Tenderers are provided with site information. No guarantee as to the accuracy or completeness of this data is given nor as to the extent if at all to which data is representative of the nature of the site, the ground and the subsoil. The Tenderers attention is drawn to Clause 60.2 of the contract.

1.13 No Alteration

No unauthorised alteration or addition is to be made to the Tender / Contract Documents.

1.14 Qualified Tenders

Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders. Only tenders submitted **without qualification and strictly in accordance with the tender document as issued (or subsequently amended by the *Client*), will be accepted for consideration**. The *Client's* decision on whether or not a tender is acceptable will be final and the tenderer will not be consulted. **Qualified tenders will be excluded from further consideration and the tenderer notified.**

1.15 Alternative Offers/Design

Provided that a completely unqualified offer for the works is provided, strictly in accordance with the Tender / Contract Documents, the Tenderer may submit alternative quotations/design for the whole or any part of the works or design not conforming to the Scope.

Each alternative shall clearly show all the changes to the Scope needed to accommodate the alternative offer, together with a statement of what benefits there would be in accepting the alternative.

It shall be a term of any Contract that may be awarded on the basis of an alternative, that the *Contractor* will be entirely responsible for the works, or any part of the works affected by the alternative submission and will be fit for the purpose for which they are required.

Contractors shall be aware that should any alternative offer involve redesign of any part of the works, such redesign or design shall be carried out or checked by the *Client's* designer for the works or part of the works at the *Contractor's* expense.

No alternative will be considered unless the *Contractor* has submitted a completely unqualified offer in accordance with the tender and Scope as aforesaid.

Any alternative tenders must be accompanied by supporting information, Price List and drawings in sufficient detail to enable the technical acceptability, price and construction time to be fully assessed by the *Client* and/or the *Clients* designer.

1.16 Completion and Submission of Documents

The completed tender submission, together with any requested supporting information/documentation must be submitted and received, electronically, through the sell2wales post-box facility by no later than:

16:00 on 17th September 2026

In order for your Tender to be considered, please can you ensure that you:

- Complete and sign all the relevant parts of the Tender Documents with appendices attached;
- Return the documents by the due time and date;
- Complete, sign and date all the documents, forms and required information in Volume 2.

The *Client* will only accept electronic tender submissions via the www.sell2wales.gov.uk post-box facility. A user guide is available at:
http://www.sell2wales.gov.uk/sitehelp/help_guides.aspx

Tenderers 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.

Tenderers are advised to familiarise themselves with the document size restrictions for uploading to the post-box. It is however possible and allowable to create multiple submissions within the post-box area to facilitate a large sized submission.

1.17 Return of Tenders

Any tender submitted and or received after the time specified above will not be considered and the *Contractor* will be advised of this.

Paper submissions will not be accepted.

The tender (exclusive of VAT) must be based on the Price List.

Tenderers are reminded to submit the **Price List** as identified within Part Two of the Contract Data. Prices shall be included in total prices and selected at award.

1.18 Assessment of Tenders

A common evaluation method will be used to compare the tenders: -

- a) The selection of the *Contractor* will be on the basis of 70% price assessment and 30% on quality. The quality assessment will be based on the information provided in the Quality Document, with the associated weightings provided, and the *Contractor* shall include within their Tender submission all necessary information in order to allow the quality assessment to be completed.
- b) The *Client* will, when considering the *Contractor* to appoint, take into account the *Contractor's* proposals for handling the contract, the experience and quality of the staff proposed, the price offer and other relevant matters. The relative assessment of quality will be determined in advance of seeing the financial differences between the price offers.
- c) The *Client* needs to be satisfied that the tenderers proposals meet its requirements and will use its discretion to decide whether, and if so how, any proposal fails to comply with the requirements of the brief. Any bid that fails to meet the *Client's* quality requirements will not be considered further.
- d) The Quality Aspects are weighted as set out in Table 1 contained within section 2.2 of this document and the Evaluation Team will award marks against the Quality Aspects in accordance with the Table and the scoring methodology detailed in Stage 2 – Appraisal of Quality Submission.
- e) The price assessment will be evaluated using the methodology detailed in Stage 3 and will be based on the tendered lump sum as provided in the Price List.
- f) The *Client* does not bind itself to accept the lowest or any tender.

1.19 Errors

Following receipt of tenders, they will be arithmetically checked. Tenders will be amended to correct genuine arithmetical error(s). No other adjustment, revision or qualification is permitted.

1.20 Withdrawal

If a Tenderer decides that he is unable to submit a tender he shall immediately notify the *Client* through the sell2wales website portal. The Tenderer shall state in writing the reasons for withdrawal.

1.21 Acceptance of a Tender

The *Client* 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 this period appears likely to be exceeded,

the *Client* will initially seek to negotiate an extension of that period with the Tenderers; however, if exceptionally this is not possible or the delay appears to be excessive, the *Client* reserves the right to re-tender the services. **Tenders MUST therefore remain open for acceptance for a minimum of 90 days from the tender return date.**

A Contract Award Notice will also be issued on the Sell2Wales (www.sell2wales.gov.uk) website within 48 days of award of contract.

The *Client* does not bind itself to accept the lowest or any Tender, nor to be responsible for or pay for any expenses or losses incurred by the Tenderer in the preparation of his Tender.

No Tender shall be deemed to be accepted until the *Client* has notified such acceptance to the Tenderer in writing.

The Client reserves the right to exclude tenders in accordance with the Procurement Act 2023 and the requirements of these Tender Documents

1.22 Interview

Following the receipt of tenders and their initial evaluation by the Evaluation Team, one or more of the Tenderers may be invited to an Interview by the Panel in order to resolve any matters arising from the documents returned or to clarify any uncertainties.

1.23 Validity

Tenderers are reminded that the tender shall be valid and open for acceptance for a minimum period of 90 days after the given final date for submission of Tenders.

1.24 Queries/Clarification

The Tender Pack is being provided on the same basis to all Companies who have registered their interest in this opportunity. All queries should be directed through the Q&A section of the Contract Notice on the www.sell2wales.gov.uk website. No telephone enquiries will be accepted. No approach of any kind in connection with this Tender or the procurement process generally should be made to any other person within, or associated with, the Authority or the Client. If it is considered that any question or request for clarification to be of material significance, both the question and the response will be published through the Q&A and Additional Information section of the Contract Notice on the www.sell2wales.gov.uk website anonymously to all Tenderers who have registered their interest through the site. 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 1 week before the tender submission date.**

1.25 Explanations in Writing

Except insofar as may be directed in writing by the *Client's* named contact point, neither the *Client* nor any agent not servant in their employ has any authority to make any representation or explanation to persons or corporations tendering or desirous of tendering as to the meaning of the Contract Documents.

1.26 Addenda or Corrigenda

Prior to the date for the submission of Tenders, Addenda or Corrigenda may be issued to clarify, modify or add to the Tender Documents. Please be advised that any and all changes relating to this Tender will be communicated through the Q&A and Additional Documents sections of the Contract Notice on the www.sell2wales.gov.uk website. No addition or alteration shall be made to the tender Documents unless it is the subject of an addendum or corrigendum.

1.27 Accuracy of Documents

Whilst all care is taken, the accuracy of the documents cannot be guaranteed. The Tenderer will draw the *Client's* attention to any obvious errors or omissions during the tender period by contacting the Clients named contact below.

1.28 Client's Named Contact Point

The *Client's* named contact point for this project is

Stephen Martin

Infrastructure Engineer

All communications submitted to the Client are directed to the Client's Representative.

1.29 Site Inspection

Tenderers are advised to visit the site in order to familiarise themselves with the extent and nature of the proposed works and the site. Tenderers must contact the *Client's* named contact point to arrange access.

Tenderers are advised that any site visit shall be at the tenderers' own risk. The *Client* accepts no responsibility for any damage or injury which may be caused to the tenderers' personnel or property as a result of any such visit. Should the tenderers wish to make any trial excavations or boreholes, investigations or tests on the site they should make an application to the *Client* through the *Client's* named contact.

Tenderers must satisfy themselves as to the nature of the existing works, including but not limited to:

- buildings;
- walls;
- foundations;
- sewers;
- drains;
- pipes;
- fences;
- wires;
- cables;
- roads;

- footpaths and verges;
- the nature of the existing roads and other means of communication;
- access to and egress from the site and *works*;
- available accommodation as regards lands (whether within or outside the site); and
- the buildings that may be required for temporary purposes.

Furthermore, the Tenderers must make their own enquiries with regard to suitable compound and storage areas as necessary for the execution of the works. Moreover, Tenderers must form their own estimates as to the temporary works and appliances necessary for the execution of the works in accordance with the Contract.

1.30 Freedom of Information and Commercially Sensitive 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 Contractor that it considers being commercially sensitive the Contractor should:

- a) clearly identify such information as commercially sensitive;
- b) explain the potential implications of disclosure of such information; and
- c) provide an estimate of the period of time during which the Contractor believes that such information will remain commercially sensitive.

Please submit responses to the above within the Freedom of Information Declaration form.

Where a Contractor identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality where it is reasonably practicable for it to do so. Contractors 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.**

By submitting your tender response to the Authority, you acknowledge and accept the above provisions concerning potential disclosure of your information.

1.31 Substitute Products

If the Tenderer wishes to use products that do not conform to the material specification of the *Contract*, details must be submitted with the tender giving reasons for the proposed substitution. The *Client* reserves the right to reject any proposed substitution.

1.32 Collusive Tendering Certificate

Tenderers are required to complete the Collusive Tendering Certificate and return with their Tender.

1.33 CDM Regulations

Contractors must be able to satisfy the Authority that they have the resources and competence to manage health and safety in compliance with the Construction (Design management) Regulations 2015. The successful Tenderer will be appointed Principal Contractor under the Construction (Design and Management) Regulations 2015. The Principal Designer role will remain with Conwy County Borough Council unless otherwise notified

1.34 Safety Schemes in Procurement

All contractors used by the *Client* should be accredited by a contractor assessment scheme which is a member of the Safety Schemes in Procurement (SSIP). This provides assurance that contractors' health and safety management arrangements are of a satisfactory standard.

For details of which contractor assessment schemes are members of SSIP, see <http://www.ssip.org.uk/>

The contractor must provide evidence that their accreditation has been achieved or renewed within the last 12 months, and the accreditation must be valid throughout the period for which they are used.

1.35 Checklist of documents to be provided with Tender return

- Fully completed Price List
- *Contractor's* Offer
- Tender Programme
- Certificate of Good Standing
- Collusive Tendering Certificate
- Signed Freedom of Information Declaration
- Evidence of membership to a Safety Schemes in Procurement assessment scheme
- Quality submission; and
- Compensation Event Assessment sum

2 Evaluation of Tenders

2.1 Tender Evaluation

The selection of the Contractor will be on the basis of **30% quality assessment** and **70% on price**. The quality and price assessments will be scored using the methodology described below. The *Contractor* shall include within their Tender submission all necessary information in order to allow the quality and price assessments to be completed:

2.2 STAGE 1 – Compliance Check

Upon receipt, tenders shall be checked by Conwy County Borough Council for completeness and compliance. The checks shall comprise a cursory review of each tender submission to ensure that tenders have been submitted in accordance with the Instructions to Tenderers section of the Tender Documents.

Should Tenderers not provide a positive response to any of the requirements or fail to provide a detailed reason acceptable to Conwy County Borough Council as to why a positive response cannot be given, Conwy County Borough Council shall exclude the Tenderer from further participation in the evaluation process or, at Conwy County Borough Council's discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the evaluation process.

In addition to the above, a financial check may be carried out to determine the upper value of the works that each tendering company are able to carry out.

The Authority reserves the right to assess financial standing and economic capability using the information provided and any independent credit assessment. The Authority may exclude a supplier where it reasonably concludes that the supplier lacks the economic and financial capacity required for the contract

this evaluation shall be undertaken on a pass / fail basis, as follows:

- *Contractor* assessed as low risk for the purposes of the tender exercise – Pass.
- *Contractor* assessed as high risk for the purposes of the tender exercise – Fail and the *Contractor* shall be excluded from the remainder of the tender appraisal.

2.3 STAGE 2 - Appraisal of Quality Submission

The Quality Document submitted by all Tenderers deemed to pass the initial checks shall be evaluated by a team of Officers.

The Quality Document comprises the following criteria with the adjacent percentage of the overall mark for the Quality Document available for each criterion:

Part.	Description	Percentage of overall mark
A	Company Information:	For Information Purposes
B	Financial Information	Pass/Fail
C	Contractual Matters:	Pass/Fail
D	Health and Safety	Pass/Fail (if pass) - 20%
E	Environmental	5%
F	Resources	35%
G	Competence and Experience	40%
	TOTAL	100%

Table 1

Certain categories have a specific Pass / Fail criteria rather than being assessed as part of the summary scoring assessment. If the Contractor cannot meet the criteria in those specific questions, then their application may be rejected automatically without further evaluation. A breakdown of the individual question scores is shown in Table 2 below.

Question	Percentage of overall quality score
D1	5%
D2	5%
D3	5%
D4	5%
E1	5%
F1	10%
F2	10%
F3	15%
G1	14%
G2	13%
G3	13%
TOTAL	100%

Each of the elements in the Quality Document appraisal above shall be evaluated on the basis of the following scoring definition Evaluation Table.

Assessment	Score	Interpretation
Excellent	5	The <i>Contractor's</i> response exceeds the requirement and demonstrates a considered and innovative approach. The response identifies potential added value to the project.
Good	4	The <i>Contractor's</i> response satisfies the requirement with potential minor added value. Considered an above average approach.
Acceptable	3	The <i>Contractor's</i> response satisfies the requirement.
Minor Reservations	2	The <i>Contractor's</i> response almost satisfies the requirement; however, some minor reservations remain regarding some aspects of the response.
Serious Reservations	1	Major reservations are held in relation to the <i>Contractor's</i> response and the ability to meet the requirement.
Unacceptable	0	The <i>Contractor's</i> response does not meet the requirement and / or insufficient evidence has been provided to appraise the response.

Tenderers must achieve a minimum weighted quality score of 60% out of 100% for that section. Failure to reach this mark may lead to the Contractors tender being rejected.

Scores will be moderated by the evaluation panel; the Evaluation panel shall complete a summary proforma for each tender summarising the marks and presenting the overall quality submission score.

2.4 STAGE 3 - Appraisal of Price Submission

The Price Submission from Tenderers who satisfy the requirements of Stages 1 and 2 shall be evaluated by an Officer designated by the Head of Environment, Roads & Facilities.

The Tendered Price Submission shall comprise:

- The total of the Prices from the Price List; and
- The Compensation Event Assessment Sum.

The Compensation Event Assessment Sum is included solely for tender evaluation purposes to enable comparison of tender submissions. The Compensation Event Assessment Schedule is used solely for tender evaluation and does not form part of the contract. Compensation Events will be assessed in accordance with NEC4 ECSC clauses 63 and 64

Tenderers shall complete the Compensation Event Assessment Schedule included within Contract Data Part Two using the Fee Percentage, People Rates and Equipment adjustments entered in their tender.

The Compensation Event Assessment Schedule does not form part of the Contract, the total of the Prices or the Contractor's offer.

Compensation Events arising during the Contract shall be assessed in accordance with the NEC4 Engineering and Construction Short Contract and the Contract Data and shall not be assessed by reference to the Compensation Event Assessment Schedule.

For tender evaluation purposes only:

Tendered Price Submission = Total of the Prices + Compensation Event Assessment Sum

The Tenderer submitting the lowest Tendered Price Submission shall receive a Price Score of 100.

The Price Score for other Tenderers shall be calculated as:

$(\text{Lowest Tendered Price Submission} \div \text{Tenderer's Tendered Price Submission}) \times 100$

The resulting score shall then be weighted in accordance with the Price weighting identified within these Tender Documents.

The overall tender score shall be based upon the weighted Quality Score and weighted Price Score.

PEOPLE			
For potential compensation events allow 50 extra man-hours			
	Hourly rate (£)	% age of 50 hours	Cost (£)
Site Manager		10% x 50	
Site Supervisor		15% x 50	
Electrician		15% x 50	

Plumber		15% x 50	
Ground Worker/Plant Op		15% x 50	
Skilled Labour		25% x 50	
General Operative		25% x 50	
PEOPLE SUB-TOTAL			
EQUIPMENT			
For potential compensation events allow £5,000			£5,000
Plus, percentage adjustment of Equipment in the published list	%		
EQUIPMENT SUB-TOTAL			
MATERIALS			
Allow £5,000 for the cost of Materials			£5,000

SUB-CONTRACTED WORK			
For potential compensation events allow £5,000 for sub-contracted work			£5,000

PEOPLE SUB-TOTAL	
EQUIPMENT SUB-TOTAL	
MATERIALS	£5,000
SUB-CONTRACTED WORK	£5,000
SUB-TOTAL TO SUMMARY	

SUB-TOTAL	
FEE PERCENTAGE (%)	
NOTIONAL TOTAL FOR ASSESSMENT PURPOSES	

2.5 STAGE 4 - Tender Clarification

The Tenderer may be required to clarify its submission. Requests for clarification shall be issued via email to the contact email address provided by the Tenderer. Tenderers shall be required to respond to requests for clarification within two working days. If in the opinion of Conwy County Borough Council, the Tenderer fails to provide an adequate response to one or more points of clarification, the Tenderer may be excluded from progressing further in the process.

2.6 STAGE 5 – Notification of Intent to Award

Following the completion of the Tender Evaluation, the Tender Evaluation Report will be issued to the Client Service.

Conwy County Borough Council shall notify each Tenderer of the outcome of the appraisal process and their intent to award the contract to the top scoring Tenderer. If, following receipt of this report, the Head of Service is satisfied with the appraisal process the decision shall be made to award the Contract for the construction works to the top scoring Tenderer.

Conwy County Borough Council shall notify each Tenderer of the outcome of the appraisal process and their intent to award the contract to the top scoring Tenderer.

2.7 STAGE 6 – Award of Contract

Following completion of the tender evaluation, the Contract shall be awarded by Conwy County Borough Council to the selected *Contractor*. A Contract Award notice shall be placed on the Sell2Wales website within 48 days of award of contract.

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