



Department  
for Education

## Guidance

# Appendix E – local competition rules

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Save to the extent set out in the relevant preliminary invitation to tender (PITT) or invitation to tender (ITT), mini-tenders must be submitted in accordance with these rules (the rules). Mini-tenders that do not comply with the rules may be rejected by the framework user, whose decision in the matter shall be final.

## 1. Introduction

1.1 Where the contractor is invited to submit a mini-tender it must provide all information required by the relevant preliminary invitation to tender (PITT) or invitation to tender (ITT) in the format required. The contractor is responsible for obtaining all information necessary for the preparation of mini-tenders.

1.2. Whilst the framework user will endeavour to see that all information provided in connection with local competitions is both truthful and accurate, the framework user does not warrant this information in any way and the contractor must satisfy itself of the accuracy of any information provided. The framework user does not accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by the contractor of such information.

1.3. Issue of a preliminary invitation to tender (PITT) or invitation to tender (ITT) does not necessarily mean that the contractor has satisfied the framework user as to its capability to perform the relevant scheme contract. Furthermore, the

framework user makes no representation regarding the contractor's financial stability, technical competence or ability in any way to carry out any scheme.

1.4. The contractor must be and shall be deemed to be entirely familiar with this framework agreement, the relevant scheme contract and the details set out in the preliminary invitation to tender (PITT) or invitation to tender (ITT).

1.5. The procurement programme and evaluation criteria will be set out in the relevant preliminary invitation to tender (PITT) or invitation to tender (ITT). 1.6. If the contractor requires any further information or wishes to raise any query, such requests or queries should be addressed to the individual or via the portal identified in the local competition.

## **2. Confidentiality**

2.1. All information supplied by the framework user in connection with any preliminary invitation to tender (PITT) or invitation to tender (ITT) itself shall be treated as confidential and the contractor shall not, without the prior written consent of the framework user, at any time make use of such information for its own purposes or disclose such information to any person (except as may be required by law or where such information is disclosed with the prior written agreement of the framework user for the purposes of obtaining sureties, guarantees or commitments from proposed sub-consultants or suppliers and other information required to be submitted with the mini-tender).

2.2. The contractor should not disclose that they have been invited to submit a mini-tender or release details of any preliminary invitation to tender (PITT) or invitation to tender (ITT) other than on a strictly confidential basis to those parties with whom consultation is required for the purposes of preparing their mini-tender.

2.3. The contractor shall not at any time release any information concerning Invitations to tender and/or mini-tenders and/or any related documents and/or any negotiation and/or discussion with the framework user and the authority (if the authority is not the framework user) in this connection for publication in the press or on radio, television, screen or any other medium.

2.4. The contractor warrants to the framework user and the Authority (if the Authority is not the framework user) that no document that it prepares or submits as part of any mini-tender shall infringe any Intellectual property rights.

2.5. The framework user reserves the right to retain all mini-tenders submitted throughout the period that such mini-tenders remain valid and open for acceptance.

2.6. The contractor undertakes to indemnify the framework user and the authority and to keep the framework user and the authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses

whatsoever arising out of or in connection with any breach of the provisions of this paragraph 2 of this Annex.

### **3. Submission of mini-tenders**

3.1. Mini-tenders must not be qualified in any way and must be submitted strictly in accordance with the local competition and with these Rules (save where these Rules are expressly amended or dis-applied in the relevant local competition). Mini-tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the mini-tender equivocal and/or placing it on a different footing from other mini-tenders received in respect of the relevant scheme. At the discretion of the project team, and for school schemes also with framework managers approval, the bidding panel members may be given the opportunity to correct genuine errors (examples could include, but not be limited to, formulaic errors or attachments not included) after they have submitted their bid. In correcting any genuine errors, a strict time limit will be applied within which to respond.

3.2. The contractor shall complete and submit mini-tenders in the manner described in the relevant Local Competition.

3.3. The contractor shall, unless the Authority otherwise directs, ensure that its mini-tenders are consistent with the commitments made and solutions presented within the Framework Tender Response in accordance with this Framework Agreement.

3.4. Any mini-tenders or other supporting documents received after the deadline specified in the Local Competition may not be considered for acceptance.

3.5. Mini-tender and supporting documents shall be completed in the format required by the relevant Local Competition, in the English language and all monetary amounts shall be stated in Pounds Sterling.

3.6. Mini-tender must be signed:

- 3.6.1. where the contractor is a partnership, by all the partners or by at least 2 partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the mini-tenders
- 3.6.2. where the contractor is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose

3.7. the contractor shall produce forthwith, upon request by the framework user, documentary evidence of any authorisation referred to in paragraph 3.6

3.8. the contractor should include in its mini-tenders all information required by the relevant local competitions and all costs necessary to undertake the relevant

scheme safely and in compliance with the framework agreement, the relevant scheme contract, all statutory provisions and any other rules or regulations

## 4. Rejection of mini-tenders

4.1. Any mini-tender or other document submitted by the contractor in respect of which the contractor:

- 4.1.1. fixes or adjusts the amount, prices, charges and rates shown:
  - (a) by or in connection with any agreement or arrangement with any other person
  - (b) by reference to any other mini-tenders
- 4.1.2. enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a mini-tender or shall limit or restrict the amounts, prices, charges and rates to be shown in its mini-tenders and other documents
- 4.1.3. offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other contractor or any other proposed mini-tender or other documents any act or omission
- 4.1.4. has directly or indirectly canvassed any member or official of the Authority or a framework user concerning the acceptance of any mini-tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other mini-tenders submitted by any other contractor; or
- 4.1.5. otherwise fails to comply with these local competition rules in any material respect

shall not be considered for acceptance and shall accordingly be rejected by the framework user provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the framework user in respect thereof or to any criminal liability that such conduct may attract

## 5. Non-consideration of mini-tenders

5.1. The framework user may in its absolute discretion refrain from considering a mini-tender if either:

- 5.1.1. in any respect, it does not comply with the requirements of the preliminary invitation to tender (PITT) or invitation to tender (ITT) and/or the rules
- 5.1.2. it contains any significant omissions

## **6. Acceptance of mini-tenders, criteria for evaluation and contract award**

6.1. The framework user reserves the right to accept any mini-tender submitted pursuant to a preliminary invitation to tender (PITT) or invitation to tender (ITT).

6.2. The framework user shall not be bound to accept any mini-tender and the framework user reserves the right at their absolute discretion to accept or not accept any mini-tender.

6.3. The framework user may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process to the extent specified in the preliminary invitation to tender (PITT) or invitation to tender (ITT). All information and documents submitted by the contractor by the deadline will be considered, as well as any other information that the framework user requires to be submitted.

6.4. The framework user may also appoint the next placed framework member as a 'reserve bidder', and in the event that framework user decides (acting reasonably) that there are grounds for not proceeding with award to the successful framework member, or such award is cancelled or terminated, the framework user may appoint the reserve bidder in place of the successful framework member. Reserve bidders shall confirm that their mini-tender shall remain open for acceptance by the authority for a period of 120 days from tender.

## **7. Contractor's warranties**

7.1. In submitting any mini-tender the contractor warrants, represents and undertakes to the relevant framework user that:

- 7.1.1. it has not done any of the acts or matters referred to in paragraph 4.1.1 to 4.1.4 of this Annex and has complied in all respects with the relevant Preliminary Invitation to Tender and / or Invitation to Tender and with these Rules
- 7.1.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the framework user by the contractor, its employees or agents in connection with or arising out of the mini-tender are true, complete and accurate in all respects
- 7.1.3. it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the mini-tender
- 7.1.4. it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the mini-tender
- 7.1.5. it has full power and authority to enter into the relevant scheme contract(s) and to undertake the relevant scheme

- 7.1.6. it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the relevant scheme
- 7.1.7. it has obtained all necessary consents, licences and permissions to enable it to carry out the relevant Scheme and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so
- 7.1.8. it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Authority and/or any framework user

## 8.1 General

8.1. Invitations to tender and all other documents provided to the contractor will remain the property of the relevant framework user

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