

CONDITIONS OF TENDER SUBMISSION



Conditions of Tender Submission

1. General

1.1 Contents of the Invitation to Tender

The Tender is to be made strictly in accordance with the requirements of this conditions to Tender which, together with any addenda that are issued, are together referred to as the Invitation to Tender.

1.2 Return if not Tendering

If, after acknowledging receipt of this package, the Tenderer decides not to submit a Tender, the Invitation to Tender package must be returned immediately or deleted from your systems.

1.3 Enquiries concerning the Tender

Any query in connection with the Tender or the Invitation to Tender shall be submitted via email to <u>info@uk-afi.org</u>. The response by the UK-AFI as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the Institution redirects the enquiry.

1.4 Independent Tender

By submission of a Tender, the Tenderer warrants that:

- (a) The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.
- (c) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

1.5 Modification by the Institution

Any advice of a modification to the Invitation to Tender shall be issued at least six days before the Tender Submission Date. It shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the Institution shall revise the Tender Submission Date in order to comply with the six-day requirement.

Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

2. Preparation of Tender

2.1 Cost of Tender

The UK-AFI will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or in the evaluation of the Tender.

2.2 Language of Tender

The Tender and all accompanying documents are to be in English.



2.3 Validity Period of Tender

All details of the Tender, including prices and rates, are to remain valid for acceptance for three months after the tender submission closing date.

2.4 Currency of Tender

All tender prices shall be in GBP.

3. Delivery of Tender

3.1 Number of Copies – Hard Copy

The tender documents are to be returned via email as stated in the invitation to tender letter. Only one copy need be returned electronically as this can be distributed to each member of the adjudication panel as required.

3.2 Submission or Closing Date

The Tender must be packed for despatch in the manner described above (in paragraph 3.1) and **delivered no later than 12.00pm on [3rd November 2023]**, this date being the **TENDER DATE**.

3.3 Delivery – Hard Copy Submission

No hard copy of the tender documentation is required to ensure the tender process is as environmentally friendly as possible.

3.4 Delivery – Electronic Submission

Any electronic tender submission should include the words "TENDER FOR CONTRACT No [*UK-AFI001*]" in the email title. The UK-AFI email system will not accept attachments greater than 10Mb in size. If the documentation exceeds this size, please split it so the document sizes are below 10Mb.

If no notification of delivery is requested within the email, it is advisable that you check with the UK-AFI that your electronic submission has been received.

4. Treatment of Tender

4.1 The UK-AFI's discretion

The UK-AFI does not undertake to accept the lowest Tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the UK-AFI and the Tenderer.

The UK-AFI reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion.

4.2 Tender not Returned

No part of the Tender submitted will be returned to the Tenderer.

4.3 Results of Tendering

An evaluation panel will consider all Tenders correctly submitted as per the evaluation criteria document, and will select one with a view to reaching a contractual agreement subject to clarification of any outstanding matters.

The evaluation panel may wish to interview Tenderers prior to making a final decision. If this is the decision of the evaluation panel, such interviews will be held on [w/c 20th November 2023] via Teams and tenderers will be advised as soon as reasonably possible. Full details regarding an interview will be forwarded to those concerned.



When the final decision on the results of the Invitation to Tender has been taken, all Tenderers will be informed in writing whether or not they have been successful and the reasons why their bid was unsuccessful.

5. Tender Evaluation Criteria

The contract will be awarded to the tenderer making the most economically advantageous tender taking account of the requirements in the specification document and the pricing. The marking criteria applied to all tenders will be split in the following areas, 60% for quality and content and 40% will be on pricing as per the Evaluation Criteria Document.