



COTSWOLD
DISTRICT COUNCIL



WEST OXFORDSHIRE
DISTRICT COUNCIL

Invitation to Tender **Reference – 2016-26**

FRAMEWORK AGREEMENT FOR THE PROVISION OF PLANNED AND RESPONSIVE FLOOD DEFENCE WORKS ACROSS THE LOCAL AUTHORITY DISTRICTS OF WEST OXFORDSHIRE, THE COTSWOLDS AND THE FOREST OF DEAN

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Schedule 1 – Part A - Statement of Requirements

A.1 General Introduction

The District Councils (The Councils) listed below are seeking to award a three year framework agreement, divided into 5 LOTS, for the provision of planned and responsive flood defence work.

- Cotswold District Council (CDC)
- Forest of Dean District Council (FODC)
- West Oxfordshire District Council (WODC)

The Councils anticipate appointing a minimum of three providers per Lot and there is no restriction on the number of Lots bidders can apply for although a reduced number may be considered by the Councils dependant on the number and quality of Supplier solutions received.

Currently the Local Authorities manage flood defence work using individual competitive quotes (where possible) from known competent contractors.

The overall flood defence budget for the financial year 2016/17 is in excess of £1,000,000.00.

The Shared Principal Engineer will be responsible for managing the operational performance of the framework using methods including customer satisfaction, delivery on time and budget, quality of construction phase and completed site finish.

A.2 Reactive and Planned Works

Any planned work will be carried out under the Terms and Conditions of the NEC3 form of contract, in addition to the Councils own Terms and Conditions.

Planned work will be awarded following a 'mini-competition' between the contractors awarded with the relevant Lot.

Please note that reactive work (Lots 1 and 2) will not normally be re-opened to mini-competition.

The classification of reactive works is below;

RED	Emergency	Within 2 hours – Lot 1
ORANGE	Priority	Within 24 hours – Lot 2
YELLOW	Urgent	Within 48 hours – Lot 2

All work will be commissioned using Council issued purchase order numbers. The preliminaries and specification detailed in Schedule 3 outlines the core standards for flood defence works.

A3. Lots 1 to 5

Each of the 5 Lots has a specific introduction, followed by a specimen list of items of work that require rates to be applied to them (please see Schedule 7):

The 5 lots are as follows:

- 1. Reactive work of any description requiring a 2 hour response to a site in any of the three local authority districts.**
- 2. Reactive work of any description requiring a 24 or 48 hour response to a site in any of the three local authority districts.**
- 3. Planned works in the public highway.**
- 4. Planned work in third party land.**
- 5. Technical consultant, including planning application observation regarding surface water disposal.**

Schedule 1 – Part B - Instructions to Tenderers

The Council requires a tender to be submitted in response to the Statement of Requirement detailed at Schedule 1- Part A Statement of Requirements.

The contents of this tender and any of the other documentation sent to you in respect of this process are provided on the basis that they remain the property of the Council.

No Consultant will undertake any publicity activities with any part of the media in relation to the Councils or this tender without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This tender is made available in good faith. No warranty is given as to the accuracy or completeness of the information in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisors.

You are deemed to understand fully the processes that the Council are required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

B.1 Contract Terms and Conditions

Please refer to Schedule 2 Draft Framework Agreement and Schedule 3 Preliminaries.

B.2 Period of Validity

Tenderers are required to keep tenders valid for acceptance for a period of 90 days from the date of receipt of the tenders.

B.3 Clarification of Meaning of Contract

If you wish to raise further points of clarification then these matters should be submitted via email to procurement@gosharedservices.org.uk no later than **17:00 hours Friday 8 July 2016** to enable any technical questions to be answered and circulated to all tenderers. To be headed “**Framework Agreement for the provision of Planned and Responsive Flood Defence Works across the Local Authority Districts of West Oxfordshire, the Cotswolds and the Forest of Dean**”.

We will endeavour to acknowledge your requests for clarification by return email within 24 hours of receipt. If you do not receive an emailed acknowledgement within this time during the tender period would you please telephone 01285 623000 to confirm that it has been received and registered.

B.4 Conditions of Tender

You must comply with the following conditions; they are designed to ensure that all tenders are treated equally and fairly and to comply with all the legal requirements for public sector procurement.

B.5 Collusion, Fraud and Corruption.

All tenderers are required to complete a Certificate of Non-Collusion and Non-Canvassing (see Schedule 4).

B.6 Basis of Costs

All fixed costs quoted must be in £ sterling, exclusive of VAT at the prevailing rate or Insurance Premium Tax; but must include all costs including delivery and expenses (travel and subsistence).

Each cost that you propose will be expected to be “commercially viable” i.e. sustainable over the long term and therefore form the basis of contracted costing, where applicable.

The tenderer shall bear all the costs, expenses and liabilities incurred in connection with the preparation and submission of their tender.

B.7 Completion of Documents

The Council reserves the right to amend the tender documents in any respect, at any time prior to the closing date and time for the receipt of tenders.

To assist preparation, an electronic copy of the tender documents has been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.

Tenderers must quote their services, prices and rates and other costs for the lots that they wish to bid for in Schedule 7 (Schedule of Rates with Preamble).

All documents must be completed in English.

Where the tender documentation permits submissions for parts only rather than the whole of the contract, where appropriate enter “no offer”.

A clear and easily understood tender increases the chances of success. As a general rule the order in which the information is presented should follow the pattern of the tender document itself.

Tenders which are incorrectly completed will **not** be considered for acceptance. Tenders must be submitted using the documents provided.

Correction fluid must not be used on tender documents, any alterations must be in ink and initialled by the tenderer.

Tenders must not be qualified, conditional or accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

Should you wish to make any alternative offers, if applicable, the alternative tender **must be in addition to** the tender you submit in accordance with these documents. Alternative tenders, if submitted, must be shown separately and not on the form of tender, and must be sufficiently detailed to allow proper consideration.

B.8 Signing of documents

All documents requiring a signature must be signed:

- where the tenderer is a Company, by two directors or by a director and the secretary of the Company, such persons being duly authorised for the purpose
- where the tenderer is a partnership, by a duly authorised director of each company within the partnership and indicate the lead partner for the bid.

The tenderer shall also produce forthwith upon request by the Council documentary evidence of any authorisation referred to above.

B.9 Acceptance of Tenders

The Council reserves the right not to accept any tender, in whole or in part and reserves the right to cancel this process at any time.

The Council reserves the right to disqualify any tender if:

- it is not in accordance with the consultant brief / statement of requirement and contract;
- the tenderer makes any variation to the consultant brief / statement of requirement or other documentation comprising part of the contract;
- it contains any gaps or omissions.

B.10 Financial Standing

The Council will need to fully satisfy itself that the tenderer is of sound financial standing and has sufficient working capital, skilled staff, equipment and other resources available to them to provide the service.

Financial checks may be undertaken as part of this process.

B.11 Returning of Tender Documents

To assist tenderers in preparation, an electronic copy of the documents have been made available to you. Please make sure you complete and return all the documents provided as these will be used to ensure accuracy, equality and fairness of the evaluation process.

When you have answered all the questions, provided all the required information, supporting documentation please submit two hard copies by the closing date and time indicated below.

You are advised to ensure that you make a complete copy, to be kept for your own reference.

Tender Documents to be returned -

Schedule 4	Signed Certificate of non-collusion and non-cavassing
Schedule 5	Signed Form of Tender
Schedule 6	Tender Questionnaire
Schedule 7	Schedule of Rates with Preamble

Please return **2** hard copies of your tender bid by special delivery, recorded delivery or courier.

Your package for the hard copies must be marked as follows:

‘Tender – Strictly Confidential – “Framework Agreement for the provision of Planned and Responsive Flood Defence Works across the Local Authority Districts of West Oxfordshire, the Cotswolds and the Forest of Dean”

The hard copies of your tender bid must be delivered in the manner described above to:-

**Richard Pratley,
Business Partner Procurement,
Cotswold District Council,
Trinity Road,
Cirencester.
GL7 1PX**

Time / Date for tender return (2 hard copies): **by 12:00 hours Monday 18 July 2016.**

The closing date for the return of tenders is given above. Any tenders received after this time will **not** be considered for acceptance unless an extension of time has been granted in writing by the Council. Such late tenders will be returned to the tenderer.

Tenders received ahead of the closing date will remain unopened and held in safe custody by Procurement until designated tender opening time and date.

The tender process will be conducted to ensure that all tenders are treated equally and fairly and in accordance with all statutory requirements such as European Union Public Procurement Directives and Public Contracts Regulations.

Information supplied in your tender response is confidential to the Council and their advisors.

Information contained within the completed tender will, along with any subsequently provided information, be contractual information and will form part of the contract. Any errors within these documents may therefore be regarded as a breach of contract. Utmost care should be taken to ensure the accuracy of all information submitted.

Our evaluation of tenders will be based upon the information provided in your tender. Failing to provide all the information requested will put your tender at a disadvantage.

Tenders will be evaluated and award of contract, if any, will be made on the basis of the “most economically advantageous tender”, taking into account quality and cost, as stated below.

The evaluation of submissions will be based upon two stages:

- Selection criteria; and
- Award criteria

The submissions that pass the selection criteria Schedule 6 – Tender Questionnaire will then be evaluated against the award criteria below. Those deemed not to meet / pass the selection criteria requirements will not be considered further

B.12 Award and Weighting Criteria

The award and weighting criteria are as follows
(Price 60% / Quality 40%):

Price	Schedule 6 – Price Please return a completed Schedule 7 for the Lots that you wish to bid for. This section will be scored and assessed on the basis of the most economically advantageous tender. Each lot will be evaluated separately and then weighting will be applied per lot.	Weighting 60%
Quality	Schedule 6 – Tender Questionnaire Based on responses to Section 6 relating to skills, knowledge and previous experience relevant to Part 1 Statement of Requirement. You must demonstrate your competency by meeting the qualifications, accreditations and experience of working for Local Authorities delivering flood defence work. Skills Knowledge Experience	Weighting 10% 5% 25%

B.13 Price Scoring System

Each tender submission for each lot will be awarded a weighting based on its relationship with the the most economically advantageous tender. The most economically advantageous tender for each lot will be awarded the full 60% weighting available. Each of the remaining tender submissions for each lot will be awarded a weighting on a pro-rata basis.

B.14 Quality Scoring Matrix

Each of the responses to the scored Section 6 detailed in Schedule 6 - Tender Questionnaire will be scored in accordance with the following to produce a total weighted score out of 40%:

SCORE	DESCRIPTION
5	Exceeds expectations Gives high confidence that all key aspects of the requirements will be achieved and may be relied upon without reservation. Offers added value and innovation relevant to the statement of requirement / specification
4	Meets expectations Gives confidence that all key aspects of requirements will be achieved.
3	Satisfactory Generally meets requirements, gives minor reservations about meeting some of the requirements
2	Unsatisfactory Below expectations and does not fully address the requirements and gives rise to concerns about potential reliability
1	Poor Well below expectations, response is limited or inadequate or substantially irrelevant to the requirements
0	Unacceptable Nil response, or is incomplete or irrelevant to the requirements that it is not possible to form a judgement

B.15 Abnormally Low Tenders

Where the pricing of a Tender is abnormally low, the Council reserves the right to reject the tender in accordance with the requirements for further investigation under The Public Contract Regulations 2015.

B.16 Short-listing of tenders

Tenderers should note that the Council reserve the right to hold interviews / presentations or visit premises or reference sites as part of the process to identify and appoint a Consultant.

The number of Tenderers short-listed will solely depend upon the initial evaluation of Tenderers' bids, consequently the Council cannot commit to any numbers at this stage.

Any costs that you incur as a result of this will be deemed to be included in your tender and will be the responsibility of the contractor.

Tenderers who are successful for shortlisting for interview and presentation will be notified by email to the contact identified on the submitted questionnaire (Schedule 6).

Any costs that the bidder incurs as a result of this will be deemed to be the responsibility of the bidder.

B.17 Contract Award

The proposed date for contract award is July 2016 with project implementation completed by 1 August 2016. Contract start date is to be agreed with the winning tenderer and upon receipt of a signed written contract.

Any resulting contract will consist of the contents of the Tender Pack, the Agreed Terms and Conditions and the successful tender submission. The contract will be subject to English law and the exclusive jurisdiction of the English Courts.

Once the successful Contractor(s) is/are chosen, the Council will notify them and all unsuccessful contractors of the outcome in writing by email and provide a short debrief to the unsuccessful tenderers including details of the successful tenderer and what their score was in comparison to your score.

B.18 Contract Start

If you are the successful Tenderer, you will be sent the contract documentation to sign **before** you start fulfilling your obligations under the contract subject to meeting and pre-conditions or checks prior to entering into the contract.

You will also need to complete any performance bonds or other documentation required as a result of this contract.

You should be ready to start on the day indicated in the contract award document (to be confirmed) and to ensure that all relevant resources are available for that start date.

B.19 Post-Contract Monitoring

The successful tenderer will be expected to collaborate with the Council over the contract period to achieve continuous improvement in the quality and delivery of the Contract in accordance with the Council obligations under Part 1 of The Local Government Act 1999. Tenderers are considered to have confirmed their willingness to participate in this activity in their tender.

B.20 Freedom of Information Act

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

The contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ('the Act') the text of the Contract and any Schedules to this Contract is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

B.21 Local Government Transparency – publication of tender documents and contracts

The Government has set out the need for greater transparency across the public sector organisations to enable the public sector to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish all expenditure exceeding £500 and the resulting contracts. Tenderers applying for this Contract should be aware that if their tender is successful information about the resulting contract may be published and the documents made available to those requesting them.