

Bristol City Council

Willway Street Outfall Tide Flap Improvement Works

Invitation to Tender

Pro-contract ID: DN232207

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# FOREWORD

Bristol City Council is a unitary authority with an elected Mayor; it has a population of 437,500 and is the seventh largest English city outside London. It is a rapidly growing city, with a young and diverse population, a successful economy and a commitment to protecting the environment.

The Council spends around £300million per annum on various works, goods and services to bring benefits to the City and its residents. Many of these are provided by external providers, all of whom must commit to upholding the standards that the Council expects.  These include:

Standards of work – work must be carried out to the highest standards by suitably qualified and competent personnel.

Health and safety – organisations must have relevant and effective health and safety systems and policies in place.  They must comply with relevant legislation, codes of practice and safe working systems.

Business Continuity – organisations providing essential services must be able to maintain service in the event of a major emergency.

Social Value – the Council is committed to maximising the impact of public expenditure to get the best possible outcomes, and recognising that people who live in Bristol are central to helping us to achieve our aims. Therefore the Council is looking for additional social value benefits through the commitments you make within this tender.

Equalities – providers must work to the principles of the Equality Act 2010, in particular the s.149 public sector equality duty.  The provider must have due regard to the need to:

a) Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;

b) Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;

c) Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

# SECTION ONE: BACKGROUND AND OVERVIEW

## Introduction

* 1. The Council wishes to appoint a provider(s) for Willway Street Outfall Tide Flap Improvement Works
  2. The Council is wishing to procure a contractor on a NEC3 Short Contract Terms, to act as Principal Designer and Principal Contractor under a Design and Build opportunity. This is to replace the tide flap on Willway Street Outfall and associated works.
  3. This document contains details of the bidding process.

## Proposed Contract

* 1. The contract will be for 6 months

## Lots

3.1 The Council, under the Public Contracts Regulations 2015 (46) (2) has decided not to subdivide this tender into subdivision (Lots) for the following reason(s):

3.1.1 This project is best suited to Design and Build. Therefore, there is no requirement to subdivide this tender into lots. This decision is based upon the type of need and the requirement to deliver a technical project to tight deadlines and maintain a high standard of works and service provision throughout the life of the contract.

3.1.2 In order to achieve the tight deadlines, it was considered that having a contract with an organisation or consortium that can provide a fully integrated service and provide the Council with a single point of contact would best meet the Council’s needs

# SECTION TWO: INSTRUCTIONS FOR SUBMISSION OF BID

## General

* 1. Bidders are invited to submit a bid for the provision of Willway Street Outfall Tide Flap Improvement Works
  2. The Council is utilising the ProContract e-Tendering System to manage this procurement and communication with bidders are as outlined below. You should not refer to general promotional literature or policies. Nor should you include these unless the Council has specifically asked you for them.
  3. The instructions in this document are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified.
  4. Bidders should read these instructions carefully before completing the bid documentation. Failure to comply with these requirements for completion and submission of the bid response may result in the rejection of the bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the contractual requirements and obligations.
  5. These instructions constitute the Conditions of bidders. Participation in the bidding process automatically signals that the bidder accepts these conditions.
  6. Bids must not be qualified and bidders should not make unauthorised changes to the bid documentation. Bids must not be accompanied by statements that could be construed as rendering the bid equivocal or placing it on a different footing from other bids. Nor should bidders approach the Council during the bid process to suggest alterations in the bid documents. Where a bid submission does not comply with this paragraph, the Council’s decision as to whether or not your bid is acceptable and how it will treat an unacceptable bid will be final and the Council will not regard itself as under any obligation to consult bidders on this.
  7. All bid documents and submissions must be completed in their entirety. The bidder who is awarded the Contract will be required to sign the contract documents:
     1. Where the bidder is an individual, by that individual;
     2. Where the bidder is a partnership, by at least two duly authorised partners; or
     3. Where the bidder is a company, by two Directors or by a Director and the Company Secretary.
  8. If you are a company you must satisfy yourself that carrying out the contract in the way this contract is structured will be within your objects and powers and demonstrate this to the Council.
  9. All documentation supplied by the Council shall remain its property and confidential to it. Bidders may not without the Council’s written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the bid or contract documents or any information or material which the Council may make available to bidders all of which shall remain confidential to the Council.
  10. The Council may reject non-compliant bid responses. Bid responses that are deemed by the Council to be fully compliant will proceed to evaluation.
  11. The Council does not warrant that it will place any particular orders or any level of business with the provider it selects. The Council does not bind itself to accept the lowest priced or any bid. The Council shall not be liable for any loss or expense incurred by any bidder as a result of its decision not to award the contract to any bidder.
  12. The winning bidder will receive an Alcatel notification letter advising the successful outcome and the Council’s intention to contract award on expiry of the Alcatel period. The remaining bidders will receive an unsuccessful notification letter.

## Timescales

* 1. Set out below is the proposed timetable. This is intended as a guide and whilst the Council does not intend to depart from the timetable it reserves the right to do so at any stage.
  2. The Council reserves the right to cancel the whole or part of the bid process at any point and is not liable for any costs resulting from any cancellation.

| **DATE** | **STAGE** |
| --- | --- |
| Wednesday 26th April 2017 | Bid & clarification process opens |
| 12 noon Thursday 11th May 2017 BST | Clarification period closes |
| 12noon Thursday 25th May GMT | Closing date and time for receipt by the Council of completed bidder responses via the ProContract tendering system. |
| Friday 30th June 2017 | Notification letters / Contract award |
| Friday 14th July 2017 | Commencement date for work/service/goods |

## 

## Bid Validity

* 1. The bid is an unconditional offer and should remain open for acceptance for a period of 180 days. A bid valid for a shorter period may be rejected.

## Preparation of Bid

* 1. Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of bids. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bids and all other stages of the selection and evaluation process. All material issued in connection with this bid process shall remain the property of the Council and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Council or securely destroyed by the bidder (at the Council’s option) at the conclusion of the procurement exercise or earlier if a bidder withdraws or declines an interest.
  2. Under no circumstances will the council, or any of its advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this tendering process.
  3. Bidders should provide their response to the questions within the on-line questions section of Pro-contract rather than referring to one of their documents. Additional documents may be required this will be indicated within the question and the evaluation criteria. If additional documents are not specified these will not be evaluated.
  4. The Council may make drafting changes to the bid documentation until six working days before the date for return of bids. Bidders will be required to accept any such changes without reservation.
  5. Bidders should notify the Council promptly of any perceived ambiguity, inconsistency or omission in the bid documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries, questions and requests for information regarding this bid should be made in writing via ProContract using the messages function.

## The Bid Pack

|  |  |
| --- | --- |
| **Document** | **Information** |
| **Invitation To Tender Document** | * This includes details of the bidding process, award criteria, the background information and key requirements that need to be addressed to enable bidders to submit a formal proposal for completing a particular piece of work or for the provision of Services or Goods. |
| For NEC Construction Project – Works Information & Site Information | * The Works Information & Site Information is an explicit set of requirements to ensure the right service/works or goods is provided. Bidders need to understand what the requirements are and relate this to the input required in other parts of the bid document. |
| **Questionnaire**  **(These are embedded in Pro-contract)** | * There are a set of questions embedded in the Pro-Contract system which the bidder should submit their response on-line. These questions are designed to test if a bidder meets the minimum levels of suitability. |
| **Quality Questions (These are embedded in Pro-contract)** | * These questions are embedded in the Pro-contract system and the bidder should submit their responses on-line. These questions are design to test how a bidder would undertake this individual project and any Social Value offer. |
| **Information Questions** | * These questions are embedded in the Pro-contract system and the bidder should submit their responses on-line. These questions are for information collection only. |
| **Pricing Question(s)** | * Bidders should complete the Pricing Question(s) which are embedded in Pro-contract. |
| **Declarations**  Bona Fide Tender and Non Collusive & Non-Canvassing Certificate | * The bidder should complete the appropriate forms and upload them in responses to the questions on ProContract. |
| **Terms & Conditions** | * The terms and conditions under which the contract must be delivered & adhered to. * The bidder should complete the appropriate information as required. |
| **Parent Company Guarantee / Bond**  (Normally contained within the Terms & Conditions) | * The bidder should complete the appropriate forms and upload them in responses to these questions on ProContract |

## Submission of Bid

* 1. The Council is utilising the ProContract e-Tendering System to manage this process and communicate with bidders. Accordingly, there will be no hard copy documents issued to bidders and all communications with the Council including the submission of bid responses will be conducted via ProContract.

**Bid submission**

* 1. Please note the ‘Time Remaining Countdown’ alerting you to the time available to final bid submission. Please note the ProContract system may let you submit after the deadline but the Council will not accept bids submitted after the deadline.
  2. In the event that a bidder does not wish to participate further in this procurement exercise, the bidder should click on ‘No Longer Wish to Respond’. If the bidder declines after downloading the bid documents all data supplied should be destroyed.
  3. **Please allow sufficient time to upload documentation and submit your bid.** It would be unwise to commence uploading documents less than four hours before the deadline. Also, remember after up loading your documents and answering all the on-lines question **to press the SUBMIT button** within Pro-contract. Until you have pressed the SUBMIT button you haven’t sent your tender bid through to the Council.

If bidders experience any technical difficulties relating to the ProContract, **01670 597137** Monday to Friday 8.30 am to 17.30 pm or email: [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com)

* 1. It is the bidder’s responsibility to return completed documentation via the ProContract.
  2. During the bid process, any communication between bidders and the Council must be made via ProContract. After the closing date for receipt of bids the Council expects only to make contact with bidders for the following purposes:
     1. To clarify information contained in the bid documents;
     2. To clarify anything relating to insurance, bonds and guarantees;
     3. To inform bidders of the award decision;
     4. To give bidders feedback about their bid;
     5. To agree the commencement date.

## Clarification Questions

* 1. All queries, questions and requests for information regarding this bid should be made via ProContract.
  2. These should be submitted **no later than the clarification deadline**. It should be noted that such requests and the answers will be communicated to all other bidders via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.

## Freedom of Information Act and Environmental Information Regulations 2004

* 1. The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. So far as procurement information is concerned, the Council currently expects the position as to what information may be accessible to the public, to be as set out in the table below. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information commissioner issues decisions in this area, thus these are working assumptions as opposed to absolutes. Nor can the Council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your bid, bidders are taken to accept this.

|  |  |
| --- | --- |
| **Information** | **How it is treated** |
| Bid submissions | Will be treated as publicly inaccessible at least until the notification of successful bidder. |
| Identity and amount of bids | The total bid price of successful bidder will become accessible between notification of successful bidder and contract signature. |
| Contract Documents as completed by the successful bidder | Accessible during the advertisement period under the Council’s auditing regime. |
| Amounts spent on purchases etc. | Accessible |
| Trade secrets and other information that is genuinely commercially confidential | Under European Law the Council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that the Council may not agree to treat information as confidential unless there is a really strong justification for doing so. |

## Bribery Act 2010 & Whistleblowing

* 1. Council contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916 or Bribery Act 2010.
  2. There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
  3. The Council also requires of bidders that they sign non-collusion agreements to the effect that they will not collude with other bidders in submitting bids, except where they are consortiums.
  4. The Council encourages all bidders or for that matter anyone else, to contact the Council if any Councillor, employee or other service provider, bidder or potential bidder approaches them and either attempts to engage them in any such activity or hints that they could do so. If so, they should contact the Council’s Chief Internal Auditor.
  5. If so, or for that matter in respect of any concerns a supplier may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the Council’s Whistle Blowing Policy. This can be found on the Council’s publicly accessible website.

## Fraud Act 2006 (Enforced 15th Jan 2007)

* 1. In responding to this bid documentation your attention is drawn to the Fraud Act which now includes offences of:
     1. Dishonestly making a false representation; and
     2. Dishonestly failing to disclose information which a person is under legal duty to disclose.
  2. In both cases with the intention of making a gain for oneself or causing a loss or exposing another to a risk of loss.
  3. When returning your bid you are confirming that your bid contains accurate information which will not mislead the Council in the bid evaluation process.
  4. In the event that the Council finds that any bid contains a false representation, or which fails to disclose information relevant to the bid selection process, that bid will be disqualified and the Council will consider referring the matter to the police.
  5. If your bid is successful and the Council finds during the period of the Contract that either of the above applies, the Council reserves the right to immediate termination and to a full indemnity for any loss or damage caused.

## Data Protection

* 1. The Council requires the bidder to comply with the terms and conditions of the 1988 Data Protection Act and take appropriate data security measures when processing personal data. Any personal data processed by the bidder may only be disclosed in line with instructions from Council and not disclosed to any third party unless permitted to do so. If the service provided does require the bidder to be a data processor for the Council then the bidder may be asked to sign a Data Processing Agreement. It will ensure that its employees, sub-contractors and suppliers do not divulge customers’ confidential information as a part of the bidding process.

## Bristol Pound

* 1. The Council is keen to deliver economic, social and environmental value through its spending. Paying suppliers and giving grants to those who are prepared to accept their fees or grant in Bristol Pounds is a very visible way to demonstrate that the local economy and communities are receiving additional benefit from that spending and more sustainable supply chains are being created.
  2. The Bristol Pound ‘£B’ is the UK’s first city wide local currency. The £B is run as a not-for-profit partnership between the Bristol Pound Community Interest Company and Bristol Credit Union.
  3. The £B can be spent at participating businesses using either paper £B or electronically from a £B account.
  4. Business accounts are available to independent traders that are based in or around Bristol. The Council is able to pay suppliers in £B and will offer this option to any successful supplier who meets the criteria.
  5. Further information can be found at: [Bristol Pound](https://edrm.bcc.lan/share/page/site/procurement/document-details?nodeRef=workspace://SpacesStore/cf836870-b683-4d8d-9482-aae474becb88)

## Living Wage (link <http://www.livingwage.org.uk/>)

* 1. Bristol City Council became a Living Wage Foundation (LWF ) employer in October 2014 further details of the Living Wage Foundation can be find at What is the Living Wage? Living Wage Foundation. The payment of the recommended LWF rate supports Bristol City Council in meeting many of its social, economic and environmental objectives e.g. ensuring that wages in the City can sustain families and individuals.
  2. In accordance with the Council’s aspirations and objectives and its obligations under the Public Services (Social Value Act) 2012 we recommend the adoption of the Living Wage Foundation rate to our providers and suppliers.
  3. To assist in our understanding of the market place in relation to this invitation to bid you are requested to provide responses to the Living Wage Foundation questions found on Pro-contract. This question is for information only and is not scored or considered as part of the evaluation criteria and will not be taken into consideration in the award of the Contract.

## General

* 1. Bidders should not attempt to canvass any Member or Officer of the Council about their bid or try and obtain confidential information relating to the services or the bidding process from anyone associated with the Council or from any other past or present service provider to the Council. If bidders do so their bid is likely to be rejected.
  2. The Council cannot and does not propose to commit itself as to:
     1. Its requirements after this contract has expired;
     2. What arrangements it may propose to make to procure the services; or
     3. What the legislative regime will be at that time as to the procurement of goods/services/works or transfer of staff after this contract has expired.
  3. Bidders should not try and recruit any Council employee who has during the year prior to the closing date for the submission of bids been employed on work relating to the contract. If you do so, your bid is likely to be rejected.

## NOT USED

## Collaboration Arrangements

* 1. The resources, range and depth of skills needed to deliver this project to the Council are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.
  2. Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Bidder”. The bidder is responsible for ensuring that the bid submission is fully completed and the required information provided in respect of consortium members (as appropriate).
  3. A consortia proposal requires either a clear lead organisation with whom the Council will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
  4. The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
     1. Lead partner consortium;
     2. Joint and several liability consortiums;

**Lead partner consortium**

* 1. A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, deliver a contract. One partner, will contract with the Council, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of the contract. The other consortium members are effectively sub-contractors to the lead organisation.
  2. The technical capability of a consortium will be an amalgamation of the capability of individual members. In this approach, the lead organisation will need to have the financial capacity to deliver the entire contract.
  3. Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements.
  4. It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the contract. This is not the responsibility of the Council.

**Joint and several liability consortia**

* 1. The Council will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.
  2. The cumulative strength of both the financial and technical capability is assessed at this stage.
  3. Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Council signs the contract with all the members of the consortium; thus all members are jointly and severally liable. As such, if one of the members of the consortium defaults, it is possible for the Council to take action against the other member/s of the consortium for recovery of that default.

## Sub-contracting

20.1 This is where the Council contracts with one provider (the lead provider) and the relationship in respect of contract delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of contract delivery. The provider is responsible for the delivery of the contract whether or not they are providing the service themselves or if they have sub-contracted it out.

20.2 It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the bidder. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, bidders should be aware that where, in the opinion of the Council, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the bidder to proceed with the procurement process and/or to perform the contract. For the avoidance of doubt, in the event that the Council considers that such a change constitutes a material change for the purposes of procurement law, then the Council reserves the right to disqualify the bidder from the procurement process.

20.3 There is an expectation with this model that only minor and / or specialist elements of the service will be sub-contracted; i.e. the lead provider will deliver the core elements of the service.

20.4 The Council will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, the Council would expect payments to sub-contractors to mirror the payment conditions to the provider. The Council would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.

20.5 Whilst the Council does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.

## Other information – Multiple Bids

* 1. It is possible for an organisation to bid as a member of more than one consortium; or as part of a consortium, as an individual organisation, or as a sub-contractor to another bidder. It is advisable for such organisations to seek independent legal advice as the Council cannot offer this. In this instance, the relevant organisation/s are also required to submit a certificate 'regarding involvement in other bids' with their bid. This certificate will form part of the bid documentation. The purpose of this certificate is to protect the Council from any claims regarding contravention of competition law. It also forms part of the Council’s due diligence regarding each bidding group’s awareness of their member’s potential conflicts of interest. The relevant consortia will need to confirm that they are aware that an organisation is a party to more than one bid.

## NOT USED

# SECTION THREE: GUIDANCE FOR THE BIDDER SUBMISSION

## 23 Guidance for the Bidder Submission

23.1 Complete the on-line questions in English and ensure that any supporting documents are also in English for example financial accounts.

23.2 Please note that whenever used in this submission, the term organisation refers to a sole practitioner, partnership, incorporated company, co-operatives, charity or analogous entity operating outside the UK, as appropriate, and the term ‘officer’ refers to any director, company secretary, partner, associate, trustee or other person occupying a position of authority or responsibility within the organisation.

23.3 Answer the questions specifically for your organisation, not for the group if you are part of a group of companies. Where, however, group policies, statements, etc. are normally used in your organisation, please answer accordingly.

23.4 Where a question requests a YES/NO answer please make it clear which answer is indicated. The Council is entitled to interpret any ambiguous replies in its favour.

23.5 The submission must be fully completed even if you have previously submitted a submission to the Council. It is not acceptable to cross reference earlier or other submissions.

23.6 Bidders should note that they may be asked to clarify or provide additional information before the Council is able to determine the successful bidder, and that the provision of false information may disqualify a bidder from inclusion. Also, that in accord with the provisions of the Data Protection Act 1998, the name of a person dealing with an application will be a matter of record.

23.7 Before submitting your completed bid on Pro-contract, please ensure that:

23.7.1 All questions have been completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.

23.7.2 All relevant/requested documents have been uploaded.

23.7.3 The named person above is an individual with the authority to make these statements on behalf of the bidder. Completion of the template on Pro-contract will be taken to mean that this application has been made on behalf of and has been authorised by, the organisation.

23.7.4 All acronyms are adequately defined.

23.7.5 Answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.

23.7.6 Answers to each question are self-contained, and do not cross-refer to responses to other questions.

23.7.7 If a question states a maximum number of sides of A4 size paper for a reply within the Invitation To Tender document and/or on-line Questionnaire the bidder must not exceed such a limit. This restriction is strictly adhered to by the Council’s evaluation panel. The Council’s evaluation panel will stop reading at the end of the stated page limit. The bidder’s total stated page limit response may include words (minimum font size 11), pictures, flow charts, embedded tables, etc. The bidder is not allowed any appendices, other attachments or directions to other web sites etc.

**Consortium Bids**

23.8 Each consortium member will need to register on the Pro-contract. Each consortium member must complete their sections of the on-line questions.

23.9 If a single member of the consortium fails to achieve any minimum requirements, the consortium as a whole will fail.

**Sub-contracting**

23.10 Only the bidder (i.e. the lead provider) should complete the submission.

23.11 The lead provider should include details of known proposed sub-contractors as part of the on-line questions. If such details are included, the lead provider would not be obliged to use the proposed sub-contractors should the lead provider be awarded the contract. However, when evidencing how they are going to deliver the contract, if the lead provider will be reliant on known proposed sub-contractors to deliver specific areas, they will need to make reference to that in their evidence.

23.12 Please note sub-contractors do not need to register on Pro-contract or complete any part of the submission.

## 24 Evaluation of the Bidder Submission

24.1 The Council will evaluate on the basis of what is the most economically advantageous bid. Bids will be evaluated on a split of 40% price and 60% quality.

24.2 Bidders will also be assessed against minimum levels of suitability. Should a bidder fail to meet the minimum levels of suitability they may not be considered for the pricing and quality evaluation.

## 25 Pricing

25.1 Pricing will be evaluated against the cost to provide the goods/services/works in the specification.

25.2 The pricing submission will be evaluated by the method specified within the Award Criteria.

25.3 If selected, the price(s) or percentage fee shall apply for the duration of the contract.

25.4 The pricing must include and allow for everything that might be required under the contract, whether design, collection, delivery, labour, materials, clothing, transport, plant, fuel, travel and subsistence, training, marketing, contact management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party’s charges or whatever. All rates and prices must be quoted in pounds sterling (GBP).

25.5 VAT should not be included in the bid rates and prices. Any VAT will be paid to the provider as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.

25.6 The Council proposes to check the submitted Pricing Document for errors in computation. If it finds any such errors, it will tell bidders about them and give them the opportunity to amend the errors or withdraw their bid.

25.7 The minimum marks for a lump sum price will be zero. Therefore, if a bidder submitted lump sum price that is over 100% higher than the lowest submitted lump sum price this bidder will receive a score of zero for that section of the overall price award criteria.

## Quality

26.1 Bidder’s quality submissions will be assessed in accordance with the criteria set out in the Award Criteria.

# SECTION FOUR: CONTRACT

**Located on ProContract under Attachments.**

# SECTION FIVE: QUALITY COMMITMENT QUESTIONS

**27 Quality Commitment Questions**

It is important that tenderer’s demonstrate relevant experience when answering any ‘Quality Commitment Questions’ within this section of the Invitation To Tender document.

Bristol City Council welcomes the use of evidence-based answers and ‘Bullet Points’ wherever possible within tenderer’s answers.

Please ensure each question is answered fully and individually and do not refer to another reply. To do so may lead to you losing marks in your submission.

**28 Page/Word Limit**

Please keep your written responses to the limit stated in individual Quality Commitment questions and the Award Criteria Document. The evaluation panel will stop reading any Quality Commitment reply that exceeds the stated limit. Tenderer’s responses can include words (minimum font size 11), pictures, flow charts, embedded tables, etc. Tenderers are not allowed any appendices, other attachments or directions to other web sites etc.

**29 Quality Criteria**

The answers provided by the tenderers will be used to score for the quality section of the award criteria (Stage 2).

**30 Responses**

Bidder’s replies to the Quality Commitment Questions will form a part of the successful bidder’s Contract Documents.

**31 ProContract Quality Commitment Question**

All Quality Commitment Questions must be answered through ProContract. However, to assist with the tendering process the council has copied all Quality Commitment Questions below:-

# Quality Commitment Questions

**QCQ 1 Social Value – 10%**

The Council has an aspiration to achieve additional social value from all contracts. Please provide detailed information based on your proposed delivery solution related to the transportation and logistics, that will contribute to the reduction in pollution and reduce disruption in regards to traffic congestion?

The tenderer is allowed up to 2 sides of A4 to reply to QCQ 4.

**QCQ 2 Methodology Approach for Project Delivery – 60%**

The site and works is complex in nature. Demonstrate your approach evidencing how you intend to deliver your proposed solution to complete the works on time, in accordance with the Works and Services Information. How are you going to successfully deliver the phased approach of the project? Take into account and submit your risk assessment and H&S / constraints.

Anticipated Outcomes: Please make reference to the following activities:

1. Site set up (temporary works, fencing, site compound etc.);
2. Pedestrian and traffic management;
3. Existing tide flap removal;
4. Installation of temporary HDPE and replacement steel tide flap;
5. Repointing and backfill of masonry walls;
6. Client Sign off process leading towards Certificate for Practical Completion;
7. Understanding of the project requirements and associate issues
8. Explain, with reference to previous experience, how these processes will impact on:
9. Site constraints and access;
10. Impact on third parties;
11. Achieving the full specification and contract deliverables.

The tenderer is allowed up to 5 sides of A4 paper to reply to QCQ 2.

For satisfactory reply, a score of 3 from the scoring matrix of Stage 2 Award Criteria is required. The tenderer’s response should provide a response to the below points:

Method statement and commentary that supports your proposed programme.

Demonstrate an appropriate understanding of the project requirements and associate issues

**QCQ 3 Programme and Resourcing – 15%**

Provide evidential detail of how you are going to achieve and meet the requirements of the proposed programme and ensure the work is defect free. How you will manage resources to ensure the project is delivered on schedule. What Performance and Project Management controls and measures do you have in place if progress falls behind the proposed tender schedule and what steps will you take ensuring a successful delivery?

The tenderer is allowed up to 4 sides of A4 paper (excluding CV’s) to reply to QCQ 3.

For satisfactory reply, a score of 3 from the scoring matrix of Stage 2 Award Criteria is required. The tenderer’s response should provide a response to the below points

Anticipated Outcomes:

1. Include a fully detailed and achievable programme and Activity Schedule, which will include the following:
2. Programme “Float” to cover unworkable weather and tides.
3. Critical Path(s) and time associated with risks identified by the Tenderer.
4. Constraints referred to in the Works Information
5. Be able to demonstrate the project will be efficiently managed by appropriate resources (experienced and qualified team).
6. Management and resolution of snags and defects
7. Provide CV’s of proposed person involve, detailing academic and professional qualifications and previous relevant experience. (maximum length: one page per person)
8. Proposed team structure for the management of this project, providing a detailed organigram of your project team. Showing the team hierarchy and their relationships, both within and out outside of your Company organisation.
9. Provide resourcing plans for this project ensuring, that you identify which resources are your own employees and which are from Subcontractors.
10. Demonstrate an appropriate understanding of the project requirements and Employer issues.

**QCQ 4 Health and Safety – 15%**

Describe with evidential detail how you will make sure health and safety of all parties is maintained throughout the Contract period.

The tenderer is allowed up to 3 sides of A4 paper (excluding H&S Policy) to reply to. QCQ 4

For satisfactory reply, a score of 3 from the scoring matrix of Stage 2 Award Criteria is required. The tenderer’s response should provide a response to the below points

1. Response should demonstrate understanding and ability to manage health and safety for the full range of works either directly or via sub-contractors.
2. Risk Assessment, outlining the five step approach (or similar);
3. Proactive methods of H&S monitoring;
4. Significant H&S Hazards and Risks associated;
5. Current H&S Policy

# SECTION SIX: PRICING SECTION

# 32 Introduction for Schedule of Rates / Price List Project

The Council reserves the rights to add or amend rates in the Price List if the needs of the service require. However, before any new rate is added to the Price List, the Employer will consult with all the Contractors in accordance with the procedure set out in the Contract.

**Tenderers will be required to submit one percentage adjustment figure against all the rates that will be used for works issued.**

A full price list is attached as an Excel Spreadsheet named Schedule Of Rates Price List on the attachment tab of ProContract.

Contractors are advised that the adjustment figures used against the Price List should allow for all items of cost including design, materials, labour, project overheads, and preliminaries, maintenance of equipment, welfare facilities, protection & disposal of all waste. Also for all travel costs to and from the site together with any travelling whatsoever necessary for the procurement of materials and other supplies, difficult areas of the city to access i.e. narrow blocked roads etc., for use and maintenance cost for lorries, van and other forms of transport etc., plant, equipment, sundries, Void Call’s\*, accreditation costs, any safety inspections, all call backs to site to make safe scaffolds or other equipment at any time 24 hours a day, 7 days a week including all Bank Holidays, erect and dismantle a scaffold, temporary fencing (such as Heras fencing), and for the profit and overhead costs.

# 33 NOT USED

# 34 Abnormally Low Tenders

Bristol City Council shall require bidders to explain the price or costs proposed in the tender where tenders appear to be abnormally low in relation to the works, supplies or services.

# APPENDIX 1: AWARD CRITERIA

**Award Criteria for use with Crown Commercial Services Standard Selection Questionnaire One Stage Open Tender**

**Award Criteria for use with Crown Commercial Standard Selection Questionnaire and One Stage Open Tender**

**Willway Street Outfall Tide Flap Improvement Works CONTRACT**

**Evaluation and Award Criteria**

The award criteria consist of two parts. The first stage consists of several minimum levels and/or standards that the tenderer must pass. The second stage of the award will consists of40% price and 60% quality.

Unless otherwise stated evidence will be assessed by a panel against the criteria set in the table below ‘Stage 1 – Minimum Award Criteria. Only the information provided within each on-line answer will be considered.

Bidders failing any element will be excluded from the rest of the assessment process.

# Stage 1 - Minimum Award Criteria

All tenderers must achieve the minimum technical and financial criteria to be considered for the second stage of the evaluation process.

The consortium as a whole must achieve the minimum technical and financial criteria to be considered for the second stage of the evaluation process. If one member of the consortium fails any section where it states that all individual consortium members must pass the criteria then the whole consortium will fail the ‘Minimum Award Criteria’ stage.

| **PAS 91 Section Reference** | **PAS 91 Question No’s** | **Standard or Level** | **Specified Level / Status For Individual Company** | **Specified Level / Status For Consortium** |
| --- | --- | --- | --- | --- |
| Section 1  Supplier Identity, Key Roles & Contact Information | C1-Q1 | Standard | To pass individual company must complete all the appropriate questions and supply all the required information. | To pass all individual members of the consortium must complete all the appropriate questions and supply all the required information. |
|  |  |  |  |  |
| Section 2  Financial Information | C2-Q1 | Standard | The individual company must provide all the necessary financial information to allow Bristol City Council to assess the financial standing of the individual company.  To pass this criteria the individual company must not be an unacceptable risk to the Bristol City Council as assessed using the appraisal below for a contract or framework having an annual estimated value of £350,000.  FINANCIAL STANDING APPRAISAL. The Financial Information provided will be used by the Authority to assess whether the bidders possess the necessary economic and financial capacity to perform the contract.  When undertaking the assessment the Authority looks at the bidders most recent financial statements along with those of any ultimate parent company (if appropriate). These would be checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity and general stability.  The Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Authority will also consider any additional information submitted by the applicant should the applicant consider this necessary for the Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of an applicant’s financial structure or funding arrangements. The Authority would expect any such information to be verified by an independent source, for example, the applicant’s auditors. Furthermore the Authority may (but is under no obligation) request further information or explanation from a bidder  Initially basic checks are made on a bidder’s name and any relevant registration details (e.g. registered number at Companies House). The Authority would check whether the bidder is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.  When considering profitability the Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.  The Authority would look at the bidder’s balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Authority looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.  When looking at liquidity the Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally the Authority would expect a bidder to have a current ratio of at least 1:1.  Contract limit is the size of contract that is considered ‘safe’ to award to a bidder, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Authority assesses the capacity issue of whether the bidder has the resources to carry out the work and also considers whether the bidder will become over-dependant on the contract in question. Generally the Authority would expect a bidder to have a turnover of two times the annual contract value.  The Authority would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Authority. If the Authority decides that the financial and economic standing of the bidder represents an unacceptable risk to the Authority then the bidder will be excluded from further consideration in this process. | To pass all consortium members must provide all the necessary financial information to allow Bristol City Council to assess the consortium **aggregated** financial standing.  To pass this criteria the individual company must not be an unacceptable risk to the Bristol City Council as assessed using the appraisal below for a contract or framework having an annual estimated value of £350,000.  FINANCIAL STANDING APPRAISAL  The Financial Information provided will be used by the Authority to assess whether the consortium possess the necessary economic and financial capacity to perform the contract.  When undertaking the assessment the Authority looks at the consortium members most recent financial statements along with those of any ultimate parent company (if appropriate). These would be checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity and general stability.  The Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies. The Authority will also consider any additional information submitted by the members of the consortium should the member(s) consider this necessary for the Authority to have a fuller understanding of its financial position. This may be appropriate, for example, to obtain a fuller understanding of a member(s) financial structure or funding arrangements. The Authority would expect any such information to be verified by an independent source, for example, the member(s) auditors. Furthermore the Authority may (but is under no obligation) request further information or explanation from a consortium member.  Initially basic checks are made on the consortium member’s names and any relevant registration details (e.g. registered number at Companies House). The Authority would check whether the consortium member(s) is trading or dormant and whether it has a parent company. The status of the financial statements is also determined to check whether information submitted is for the last accounting period.  When considering profitability the Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.  The Authority would look at the consortium member(s) balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis. To do this the Authority looks at net assets and also at the net tangible worth (excluding intangible assets) of the organisation.  When looking at liquidity the Authority uses the current ratio and the acid test ratio. The current ratio is a measure of financial strength and addresses the question of whether the consortium member(s) has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets. Generally the Authority would expect the consortium member(s) to have a current ratio of at least 1:1.  Contract limit is the size of contract that is considered ‘safe’ to award to the consortium member(s), based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation. This gives an idea of financial strength to ensure that the consortium member(s) can cope financially with this size of contract. The Authority assesses the capacity issue of whether the consortium member(s) has the resources to carry out the work and also considers whether the consortium member(s) will become over-dependant on the contract in question. Generally the Authority would expect the consortium member(s) to have a turnover of two times the annual contract value.  The Authority would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Authority. If the Authority decides that the financial and economic standing of the consortium represents an unacceptable risk to the Authority then the consortium will be excluded from further consideration in this process. |
|  |  |  | To pass this criteria the individual company must be willing to provide either a Parent Company Guarantee or a guarantee obtain elsewhere that meets the requirements of Bristol City Council, if required for this project. | To pass this criteria the consortium, aggregated together, must be willing to provide either a Parent Company Guarantee or a guarantee obtain elsewhere that meets the requirements of Bristol City Council, if required for this project. |
|  | C2-Q2-1  Employers Liability Insurance | Standard | To pass individual company **must have in place at the time of award onto the Contract** Employers Liability insurance for a minimum cover of GBP £10m in respect of any one incident.  This is required to meet BCC’s minimum requirements. | To pass all individual members of the consortium **must have in place at the time of award onto the Contract** Employers Liability insurance for a minimum cover of GBP £10m in respect of any one incident.  This is required to meet BCC’s minimum requirements. |
|  | C2-Q2-2  Public Liability Insurance | Standard | To pass individual company **must have in place at the time of award onto the Contract** Public Liability insurance for a minimum cover of GBP £5m in respect of any one incident.  This is required to meet BCC’s minimum requirements. | To pass all individual members of the consortium **must have in place at the time of award onto the Contract** Public Liability insurance for a minimum cover of GBP £5m in respect of any one incident.  This is required to meet BCC’s minimum requirements. |
|  | C2 – Q2-3  Professional Indemnity Insurance | Standard | To pass individual company **must have in place at the time of award onto the Contract** Professional Indemnity insurance for a minimum cover of GBP £2m in respect of any one incident.  This is required to meet BCC’s minimum requirements. | To pass all individual members of the consortium **must have in place at the time of award onto the Contract** Professional Indemnity insurance for a minimum cover of GBP £2m in respect of any one incident.  This is required to meet BCC’s minimum requirements. |
|  |  |  |  |  |
| Section 3  Business and Professional Standing | C3-Q1 to Q3 | Standard | To pass individuals of any companies must not have anything that would bar an individual from being suitable for this Contract. | To pass all individuals from each consortium member’s individual companies must not have anything that would bar an individual from being suitable to tender for this Contract. |
|  |  |  |  |  |
| Section 4  Health & Safety Policy and Capability | C4-Q1b & 1c;  Q2a; Q3-Q14 (Contractor & Sub-Contractor)  Q3; Q15 to Q3-Q17  (Designer Role) |  | To pass individual company must confirm it meets the exemption criteria and provide the supporting certificates or evidence.  If your company cannot claim the exemption, your company - needs to pass the award criteria C4-Q2a; C4-Q3-Q14 (Contractor & SubContractor); and where applicable Q3; Q15 to Q17 (Designer Role).  The list of SSIP compliant companies can be found at [www.ssip.org.uk](http://www.ssip.org.uk) in the Key Documents panel. | To pass each individual member of the consortium must confirm it meets the exemption criteria and provide the supporting certificates or evidence.  If an individual member of the consortium cannot claim the exemption that individual company - needs to pass the award criteria C4-Q2a; C4-Q3-Q14 (Contractor & SubContractor); and where applicable Q3; Q15 to Q17 (Designer Role).  The list of SSIP compliant companies can be found at [www.ssip.org.uk](http://www.ssip.org.uk) in the Key Documents panel. |
|  |  |  |  |  |
| Section 5  Equal Opportunity and Diversity Policy and Capability | Optional Questions  O1-Q1 to O1-Q7-3 inclusive | Standard | To pass individual organisations must confirm compliance; complete all the appropriate questions; supply all the required information and provide evidence that they meet the requirements of the positive equality duties in relation to the Equalities Act 2010?  As a minimum the response must cover all the sub-criteria of this section | To pass each individual member of the consortium confirm compliance; complete all the appropriate questions; supply all the required information and provide evidence that they meet the requirements of the positive equality duties in relation to the Equalities Act 2010?  As a minimum the response must cover all the sub-criteria of this section |
|  |  |  |  |  |
| Section 6  Environmental Management Policy and Capability | Optional Questions  O2-Q1 | Standard | To pass an individual company should either provide a UKAS (or equivalent) accredited independent third party certificate of compliance with:  BS EN ISO 14001 or a valid EMAS certificate with supporting evidence as requested  If not exempt the individual company need to pass the following award criteria, O2-Q2-Q6 below. | To pass all individual members of the consortium should either provide a UKAS (or equivalent) accredited independent third party certificate of compliance with:  BS EN ISO 14001 or a valid EMAS certificate with supporting evidence as requested  If an individual member of the consortium cannot claim the exemption that individual company need to pass the following award criteria, O2-Q-Q6 below. |
|  | O2-Q2 to Q6 |  | If your company is unable to claim the exemption in O2-Q1 above, you will need to pass O2-Q2–Q6.  To pass individual organisations must confirm compliance and complete all the appropriate questions and supply all the required information. | If your individual company as a part of a consortium is unable to claim the exemption in O2-Q1 above, you will need to pass O2-Q2-Q6.  To pass each individual member of the consortium must confirm compliance and complete all the appropriate questions and supply all the required information. |
|  |  |  |  |  |
| Section 7  Quality Management Policy | Optional Questions  O3-Q1 |  | To pass an individual company should either provide a UKAS (or equivalent) accredited independent third party certificate of compliance with:  BS EN ISO 9001  If not exempt the individual company need to pass the following award criteria, O2-Q2-Q6 below. | To pass all individual members of the consortium should either provide a UKAS (or equivalent) accredited independent third party certificate of compliance with:  BS EN ISO 9001  If an individual member of the consortium cannot claim the exemption that individual company need to pass the following award criteria, O2-Q-Q6 below. |
|  | O3 – Q2 to Q6 |  | If your company is unable to claim the exemption in O3-Q1 above, you will need to pass O3-Q2–Q6.  To pass individual organisations must confirm compliance and complete all the appropriate questions and supply all the required information. | If your individual company as a part of a consortium is unable to claim the exemption in O3-Q1 above, you will need to pass O3-Q2-Q6.  To pass each individual member of the consortium must confirm compliance and complete all the appropriate questions and supply all the required information. |
|  |  |  |  |  |
| Section 8  Building Information Modelling, Policy & Capability | 8.1 to 8.5 |  | If your company is claiming exemption, please provide details of the certificate within the comments area, stating whether or not a copy of the certificate is being provided (this can be added using the attachments area within this question.) Exemption: The questions in this section need not be completed if your organisation holds a third party certificate of compliance with BS EN PAS 1192:2:2013 from an organisation with a related UKAS accreditation, or equivalent.  If you are not claiming exemption then please answer N/A to questions O4-Q1 to O4-Q4 (8.2 to 8.5 respectively). | If your individual company as a part of a consortium is claiming exemption, please provide details of the certificate within the comments area, stating whether or not a copy of the certificate is being provided (this can be added using the attachments area within this question.) Exemption: The questions in this section need not be completed if all individual members of the consortium hold a third party certificate of compliance with BS EN PAS 1192:2:2013 from an organisation with a related UKAS accreditation, or equivalent.  If you are not claiming exemption then please answer N/A to questions O4-Q1 to O4-Q4 (8.2 to 8.5 respectively). |
|  |  |  |  |  |
| Section 9  C3 for Public Sector Procurement (Mandatory Exclusions) | C3-QP1  Inclusive of  C3-QP1-1 and  C3-QP1-1(a) to C3-QP1-1(h) | Level | To pass there must not be anything that would bar the individual company from tendering or make it an unsuitable applicant as set out in Regulation 57 (1 to 7) of the Public Contracts Regulations 2015. This criteria applies to the individual company applicant or to members of any applicant Group or any envisaged sub-contractor. | To pass there must not be anything that would bar individual members of a consortium from tendering or make it an unsuitable applicant as set out in Regulation 57 (1 to 7) of the Public Contracts Regulations 2015. This criteria applies to the individual members of a consortium and to any envisaged sub-contractor of the Consortium. |
|  |  |  |  |  |
| Section 10  Core Question Module C3 for Public Sector procurement – Discretionary exclusion | 10. 1  C3-QP2  Inclusive of  C3-QP2-1(a) to C3-QP2-2(e) | Standard | BCC reserves the right to exclude an individual company if there is anything in the responses to questions C3-QP2-1(a) to C3-QP2-2(e)) that apply to the company as the applicant or to members of any applicant Group or any envisaged sub-contractor, which would allow discretionary exclusion of an individual company from tendering as set out in Regulation 57 (8) of the Public Contracts Regulations 2015. | BCC reserves the right to exclude a Consortium if there is anything in the responses to questions C3-QP2-1(a) to C3-QP2-2(e)) that apply to any individual members of the consortium or any envisaged sub-contractor, which would allow discretionary exclusion of a Consortium from tendering as set out in Regulation 57 (8) of the Public Contracts Regulations 2015. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Bristol City Council Blacklist  Self-Cleaning Guidance | 10.2 – 10.4 |  | To pass individual organisations must complete all the appropriate questions and supply all the required information | To pass individual organisations must complete all the appropriate questions and supply all the required information |
|  |  |  |  |  |
| Section 11  Supplementary Questions in Respect of Technical Capability | S1-Q1 | Level | The tenderer must demonstrate how, in the last three years, their company has exhibited the technical ability to carry out investigation and preliminary works, design and replacement of a tide flap. Including improvement to access and other ancillary works. Taking into account the site being located parallel to a major A Road with restricted accessibility.  To pass this question the tenderer must provide one case study that demonstrate the skills, efficiency, experience and reliability of their company, within the last three years that meet the requirement of the services required by this project | The tenderer must demonstrate how, in the last three years, their company has exhibited the technical ability to carry out investigation and preliminary works, design and replacement of a tide flap. Including improvement to access and other ancillary works. Taking into account the site being located parallel to a major A Road with restricted accessibility.  To pass this question the consortium must provide one case study that demonstrates the skills, efficiency, experience and reliability of their consortium, within the last three years, that meet the requirement of the services required by this project |
|  |  |  |  |  |
| Non-Collusive Tendering Certificate, Non-Canvassing Certificate and Form of Tender |  | Level | To pass an individual company must return a completed Non-Collusive Tendering Certificate and a Non-Canvassing Certificate | To pass all individual members of the consortium must return a completed Non-Collusive Tendering Certificate and a Non-Canvassing Certificate |

|  |  |  |  |
| --- | --- | --- | --- |
| Stage 2 |  | **For a Satisfactory Score of 3 a Bidder/Tenderer will need to provide a response to a Quality Commitment Question that contains the following information. Lower or higher marks will be awarded as per the Quality Commitment Question Scoring Matrix** | **For a Satisfactory Score of 3 for a consortium will need to provide a response to a Quality Commitment Question that contains the following information. Lower or higher marks will be awarded as per the Quality Commitment Question Scoring Matrix** |
| Quality Commitment Questions | | | |
| Social Value |  | The Council will decide the score to be awarded to each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the bidder/tenderer will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 2 sides A4:    1. Transportation and logistics that will contribute to the reduction in pollution and reduce disruption in regards to traffic congestion? | The Council will decide the score to be awarded to a consortium aggregated reply for each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the consortium will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 2 sides A4: 3. Transportation and logistics that will contribute to the reduction in pollution and reduce disruption in regards to traffic congestion? |
| Methodology Approach and Project Delivery |  | The Council will decide the score to be awarded to each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the bidder/tenderer will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 8 sides A4 3. Site set up (temporary works, fencing, site compound etc.); 4. Pedestrian and traffic management; 5. Existing tide flap removal; 6. Installation of temporary HDPE and replacement steel tide flap; 7. Repointing and backfill of masonry walls; 8. Client Sign off process leading towards Certificate for Practical Completion; 9. Understanding of the project requirements and associate issues 10. Explain, with reference to previous experience, how these processes will impact on: 11. Site constraints and access; 12. Impact on third parties; 13. Achieving the full specification and contract deliverables 14. Approach, methodology t and commentary that supports the proposed programme. 15. Demonstration of an appropriate understanding of the project requirements and associate issues | The Council will decide the score to be awarded to a consortium aggregated reply for each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the consortium will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 8 sides A4: 3. Site set up (temporary works, fencing, site compound etc.); 4. Pedestrian and traffic management; 5. Existing tide flap removal; 6. Installation of temporary HDPE and replacement steel tide flap; 7. Repointing and backfill of masonry walls; 8. Client Sign off process leading towards Certificate for Practical Completion; 9. Understanding of the project requirements and associate issues 10. Explain, with reference to previous experience, how these processes will impact on: 11. Site constraints and access; 12. Impact on third parties; 13. Achieving the full specification and contract deliverables 14. Approach, methodology t and commentary that supports the proposed programme. 15. Demonstration of an appropriate understanding of the project requirements and associate issues |
| Programme and Resourcing |  | The Council will decide the score to be awarded to each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the bidder/tenderer will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 8 sides A4    1. Include a fully detailed and achievable programme and Activity Schedule, which will include the following:    2. Programme “Float” to cover unworkable weather and tides.    3. Critical Path(s) and time associated with risks identified by the Tenderer.    4. Constraints referred to in the Works Information    5. Be able to demonstrate the project will be efficiently managed by appropriate resources (experienced and qualified team).    6. Management and resolution of snags and defects    7. Provide a description (maximum length: half page per person) of the role, responsibilities and capabilities of the proposed colleagues.    8. Proposed team structure for the management of this project, providing a detailed organigram of your project team. Showing the team hierarchy and their relationships, both within and out outside of your Company organisation.    9. Provide resourcing plans for this project ensuring, that you identify which resources are your own employees and which are from Subcontractors.   x. Demonstrate an appropriate understanding of the project requirements and Employer issues | The Council will decide the score to be awarded to a consortium aggregated reply for each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the consortium will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 8 sides A4 3. Include a fully detailed and achievable programme and Activity Schedule, which will include the following: 4. Programme “Float” to cover unworkable weather and tides. 5. Critical Path(s) and time associated with risks identified by the Tenderer. 6. Constraints referred to in the Works Information 7. Be able to demonstrate the project will be efficiently managed by appropriate resources (experienced and qualified team). 8. Management and resolution of snags and defects 9. Provide a description (maximum length: half page per person) of the role, responsibilities and capabilities of the proposed colleagues. 10. Proposed team structure for the management of this project, providing a detailed organigram of your project team. Showing the team hierarchy and their relationships, both within and out outside of your Company organisation. 11. Provide resourcing plans for this project ensuring, that you identify which resources are your own employees and which are from Subcontractors. 12. Demonstrate an appropriate understanding of the project requirements and Employer issues. |
| **Health and Safety** |  | The Council will decide the score to be awarded to each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the bidder/tenderer will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract;   b. Anticipated outcomes Page Limit 4 sides A4:   1. Response should demonstrate understanding and ability to manage health and safety for the full range of works either directly or via sub-contractors. 2. Risk Assessment, outlining the five step approach (or similar); 3. Proactive methods of H&S monitoring; 4. Significant H&S Hazards and Risks associated; 5. Current H&S Policy | The Council will decide the score to be awarded to a consortium aggregated reply for each quality commitment question based upon above quality commitment question scoring matrix. Bidders should note that Social Value commitments should be specific to this undertaking and should not refer to outputs to which the organisation is already committed, either under other undertakings or statutory obligations such as the Apprenticeship Levy:  To achieve a score of 3, satisfactory, the consortium will need to provide evidence how it intends to deliver the project solution in accordance with:   1. All the standards set in the Specification and Contract; 2. Anticipated outcomes Page Limit 4 sides A4: 3. Response should demonstrate understanding and ability to manage health and safety for the full range of works either directly or via sub-contractors. 4. Risk Assessment, outlining the five step approach (or similar); 5. Proactive methods of H&S monitoring; 6. Significant H&S Hazards and Risks associated; 7. Current H&S Policy |

# Stage 2 - Award Criteria

Only bidders that met the minimum technical and financial criteria in Stage 1 will be considered for the second stage of the evaluation process.

The second stage of the award will consist of 40% price, and 60% quality.

Price and quality are allocated using the Standard Differential Evaluation Model.

Using the Standard Differential Evaluation Model it is possible that the minimum marks for a lump sum price will be zero. Therefore, if a bidder submitted lump sum price that is over 100% higher than the lowest submitted lump sum price this bidder will receive a score of zero for that section of the overall price award criteria.

# Evaluation & Scoring Criteria

**Quality Commitment Questions Scoring Matrix**

The scoring matrix below will apply to ‘Quality Commitment Questions’ contained within Section Five of this document and Pro-Contract on-line questionnaire.

Tender Marking Guidance:

* Only the responses to the Quality Commitment Questions submitted on-line within Pro-Contract will be evaluated.

* Each Quality Commitment Question response will be reviewed by an appropriately qualified member of the Project Evaluation Team.
* Scores will be awarded in accordance with the Scoring Matrix below to which weightings and sub weighting will be applied. The relevant mark shown in the Scoring Matrix will be allocated where the tenderer’s response complies with one or more of the bulleted descriptions.
* The score awarded for each question will be summed up to produce an overall score.
* All responses submitted should be specific to this tender.
* Low marks are likely to be awarded if a tenderer submits generic information instead of fully answering the Quality Commitment Question.

|  |  |  |
| --- | --- | --- |
| **Scoring Matrix** | | |
| **Assessment** | **Scores 0-5** | **Reason to award this score based on evidence provided against the criteria included** |
| Unacceptable | 0 | * Does not meet the requirement; * Does not comply and/or insufficient information provided to demonstrate that the bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the service, with little or no evidence to support the response. * Does not submit a reply to the question. |
| Serious reservations | 1 | * Satisfies the requirement with major reservations; * Considerable reservations of the Tenderer’s relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service, with little or no evidence to support the response. |
| Minor reservations | 2 | * Satisfies the requirement with minor reservations; * Some minor reservations of the Tenderer’s relevant ability, understanding, experience, skills, and resource & quality measures required to provide the service with little or no evidence to support the response. |
| Satisfactory | 3 | * Satisfies the requirement; * Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service with evidence to support the response |
| Good | 4 | * Satisfies the requirement with minor additional benefits; * Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service; * Response identifies factors that will offer potential added value, with evidence to support the response. |
| Excellent | 5 | * Significantly exceeds the requirement; * Exceptional demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the service;      * Response identifies factors that will offer potential added value, with evidence to support the response |

# Quality Award Criteria

The Quality Award Criteria is 60% of the overall award and will consist of the following sub-criteria. The sub-criteria reflect the risks attached to this project and the wider aims of BCC. Social Value will score up to 10% of the Quality sub-criteria share of marks

**Quality Sub-Weighting Criteria**

|  |  |  |
| --- | --- | --- |
| Quality Commitment Question | Quality Commitment Questions Title | Sub-Weighting |
| 1 | Social Value | 10% |
| 2 | Methodology Approach for Project Delivery | 60% |
| 3 | Programme and Resourcing | 15% |
| 4 | Health and Safety | 15% |

**Example below is for a quality score of 70%**

**Marks for Quality**

Each bidder will receive 100% of the available marks less the percentage by which their bid is scored below the highest scoring bid. This means that 70 marks will be awarded to the bid that achieves the highest raw quality score against the published criteria (weighted quality score).

By way of example, if the highest raw quality score achieved by one of the bidders is 70 points, the score for another bidder achieving 50 points will be calculated as follows:

* Calculate the percentage difference between bidder achieving the highest raw quality score and the points awarded to the other bidder.
* 70 -50 = 20, a 28.57%, difference below the highest raw quality score i.e. (20/70) X 100. This is the unweighted quality score
* The bidder with the lower raw quality score (50 points) will therefore receive an unweighted score of 71.43% of the maximum weighted quality score, i.e. 71.43% of 30 quality marks. This is the winning bidders score (100% minus this bidders score 28.57%).
* The maximum mark available for quality 30 is multiplied by the above figure 71.43% to give a weighted quality score of 21.43 marks.

NOTE: All percentage and weighted marks are rounded up or down to two decimal points (1 to 5 down & 6 to 9 up).

# Price Award Criteria

The Price Award Criteria is 40% of the overall award and will consist of the following sub-criteria.

**Example below is for a lump sum price score of 70%**

**Marks for Price**

Each bidder will receive 100% of the available marks less the percentage by which their bid is scored above the lowest lump sum price. This means that 70 marks will be awarded to the bid that submitted the lowest lump sum price.

By way of example, if the lowest submitted price is £4,300,000.00. This bidder will receive 70 weight price marks, the score for another bidder’s price of £5,500,000.00 will be calculated as follows:

* Calculate the percentage difference between lowest bidder’s price of £4,300,000.00 and the other bidder’s price of £5,500,00.00
* £5,500,000.00 - £4,300.000.00 = £1,200,000.00, a 27.91% difference above the lowest submitted price i.e. (£1,200,000.00 / £4,300,000.00) X 100.
* The bidder with the higher price of £5,500,000.00 will therefore receive an unweighted score of 72.09% of the maximum weighted price score, i.e. 72.09% of 70 quality marks. This is the winning bidders score (100% minus this bidders score 27.91%).
* The maximum mark available for price 70 is multiplied by the above figure 72.09% to give a weighted quality score of 50.46 marks.

Another example

If the lowest submitted price is £4,300,000.00. This bidder will receive 70 weight price marks, the score for another bidder’s price of £8,900,000.00 will be calculated as follows:

* Calculate the percentage difference between lowest bidder’s price of £4,300,000.00 and the other bidder’s price of £8,900,00.00
* £8,900,000.00 - £4,300.000.00 = £4,600,000.00, over 100% difference above the lowest submitted price.
* The bidder with the higher price of £8,900,000.00 will therefore receive an unweighted score of 0% of the maximum weighted price score, i.e. 0% of 70 quality marks. This is the winning bidders score (100% minus this bidders score 100%).
* The maximum mark available for price 70 is multiplied by the above figure 0% to give a weighted quality score of 0 marks.

NOTE: All percentage and weighted marks are rounded up or down to two decimal points (1 to 5 down & 6 to 9 up).

NOTE: A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. Bristol City Council will not award a negative price score.

**Total Score**

The weighted price score 40.00 and weighted quality score 60.00 will be added together to give a total score of 100.

# APPENDIX 2: FORM OF TENDER

Form of Tender

Bristol City Council

Bidder’s Name: …………………………………………………………………………

In respect of the following tender: Willway Street Outfall Tide Flap Improvement Works

To be returned on: 25th May 2017

Open for acceptance 6 months after the tender deadline date.

This tender form must be attached and returned with your tender submission not later than 12:00 noon on the date referred to above on the ProContract system.

I/We certify that:

I/We confirm that we fully understand the nature of the requirements of the Council.

I/We hereby offer to supply the goods, services and/or goods in accordance with the tender documentation.

I/We agree this tender will remain open for acceptance until the date shown above.

No Value Added Tax is included in this tender.

I/We understand that Bristol City Council does not bind itself to accept the lowest or any tender.

On the understanding that our tender is accepted, then I/We agree to enter into a formal contract with Bristol City Council.

I/We agree, if required by Bristol City Council, to provide a Parent Company Guarantee in the form supplied by the Council if I/we are or become a subsidiary company within the meaning of section 736 of the companies Act 1985.

I/We hereby confirm that there have been no amendments made by us to any of the tender documents.

I/We, the undersigned, having read and understood the Conditions of Contract, I/We hereby tender and undertake to execute the requirements as described of the invitation to tender for the sum of:

£................................ (Amount in words)......................................................................

Name of Bondsman

(where applicable)..................................................................................................................

Signed: ............................................................................... Date: ..........................

Title…………………………………………………………………………………………

For and on behalf of………………………………………………………………………

Address: ..................................................................................................................................

Telephone No………………………………………………………………………………

Email Address……………………………………………………………………………….

# APPENDIX 3: CERTIFICATES

|  |
| --- |
| Logo_sml  BRISTOL CITY COUNCIL  **Willway Street Outfall Tide Flap Improvement Works**  NON-COLLUSIVE TENDERING AND NON CANVASING CERTIFICATE |

**To Bristol City Council (“The Authority”)**

In this certificate ‘person’ includes any persons and anybody of persons corporate or unincorporated, and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

# NON-COLLUSIVE TENDERING

We certify that this is a bona fide Tender and that we have not:

1. entered into any agreement with any other person with the aim of preventing tenders being made or as to the amount of any tender or the conditions on which any tender is made;
2. informed any other person, other than the person calling for these tenders, of the amount, or the approximate amount of the Tender, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph a) above or to inform us of the amount, or the approximate amount of any rival tender for the Contract.

We also undertake that we will not do any of the acts mentioned in paragraphs a, b and c above before the hour and date specified for the return of the Tender.

# NON-CANVASSING

I/We hereby certify that I/we have not canvassed or solicited any member, officer, employee, agent or adviser of the Authority in connection with the award of the Contract for the Goods, Services or Works and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We hereby undertake that I/we will not in the future canvass or solicit any member, officer, employee, agent or advisor of the Authority in connection with the award of the Contract for the Goods, Services or Works and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We further hereby undertake that I/we have not and will not seek to recruit any of the Authority’s employees who has during the year prior to the date of this tender bid been employed on matters relating to the Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

**Signature (Authorised person within the organisation to sign contracts):**

**Print name of signatory:**

**Position of signatory:**

**On behalf of organisation:**

**Date:**