

Document 1

Invitation to Tender

Provision of Underwater Inspections and Services for the
Maintenance of Highways Structures Assets

04.03.2025



Key Information

Tender Queries	All queries relating to this tender pack must be made via the secure correspondence feature of the E-Sourcing Portal.
E-Sourcing Portal Technical Queries	All technical queries regarding use of the E-Sourcing portal should be directed to the following helpdesk: ☎ 029 2279 0052 ✉ support@atamis.co.uk
Submission Instructions	Tenders must be submitted via the E-Sourcing Portal. Full instructions are available here ¹ .
Further Information	Further information on West Sussex County Council can be found here ² .

Indicative Timetable

Invitation to Tender (ITT) Published	04.03.2025
Tender Notice Published	04.03.2025
Deadline for Bidders to submit Clarification Questions (CQs)	21.03.2025 (12:00 Noon)
Tender Submission Deadline	04.04.2025 (12:00 Noon)
Evaluation Process Complete	11.04.2025
Notification of Intention to Award	14.04.2025
Standstill Period Starts	14.04.2025
Standstill Period Ends	25.04.2025 (Midnight)
Provisional Award Date	26.04.2025
Contract Award Notice Published	26.04.2025
Contract Commencement Date	01.05.2025
Contract End Date (Initial 6-year term)	30.04.2031
Contract End Date (Maximum 12-year term including extension)	30.04.2037

All dates in the above timetable are provisional only and WSCC may vary the timetable or terminate the Tender Process at its sole discretion. All bidders will be notified of any relevant changes to the timetable as soon as reasonably possible.

¹ https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf

² <https://www.westsussex.gov.uk/>

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Tender Pack

No.	Title	Notes	Instructions
1	Invitation to Tender	Document outlining the: requirement, tender process, evaluation methodology and award process	For Information <u>Read First</u>
1a	Conditions of Tender	Online document available here ³	For Information
2	Client's Requirements	Detailed statement of WSCC's requirements	For Information
3	Contract Terms and Conditions	Document describing the Terms and Conditions that will apply to the Contract	For Information
4	Provider Selection Questionnaire (PSQ)	Mandatory online questionnaire (previously know as Standard Selection Questionnaire SSQ under previous Procurement Regulations)	Complete and submit
5	Technical Response	Mandatory questionnaire	Complete and submit
6	Cost Model	Mandatory commercial response	Complete and submit
7	Supplier Advantage Initiative (SAI)	Mandatory questionnaire	Complete and submit
8	Health and Safety Questionnaire	Mandatory questionnaire	Complete and submit
9	Collateral Warranty	Template	For Information

Introduction

2.1 Outline Scope

A contract for the Provision of Underwater Inspections and Services for the Maintenance of Highway Structures Assets is being tendered by West Sussex County Council (WSCC) in accordance with The Procurement Act 2023 (PA2023). WSCC requires a single contractor to deliver the Services for the duration of the Contract.

For the purposes of this procurement exercise, the term Services is used to describe the full range of Services required. A summary of the Requirement is given below.

- The Contractor will be responsible for carrying out underwater inspections and, when instructed, undertake repairs of the structures as detailed within Appendix 1 of the Client's Requirements, in accordance with the standards of CS450 (Inspection Standards for Highways Structures).
- The Contractor is to provide the service for 6 years commencing 01.05.2025 and expiring 30.04.2031. There is an option for an additional up to 1 year extension offered at the discretion of WSCC.

³ <https://www.westsussex.gov.uk/business-and-consumers/supplying-wscc-with-goods-or-services/tendering-opportunities/>

- The Contractor may also be responsible for carrying out repairs identified from the inspections and this work will be instructed by the Client issuing a task order with the scope clearly defined.
- The Contractor will be responsible for undertaking post-flood underwater inspections as instructed by the Client issuing a task order with the scope clearly defined.
- The Contractor will be required to provide photographic records of the inspection and issue these to the client, with copies of the images in JPEG format. The Contractor will also be required to provide recordings any videos taken during the inspection. All photographic and video records shall comply with the requirements of CS450.
- The Contractor will be required to provide all temporary pedestrian and vehicular traffic management to undertake the works.
- Other underwater services will be required, as instructed by the Client, including but not limited to: Flap valve inspection and maintenance, (ii) reservoir vegetation clearance, and (iii) confined space inspections.

Please see Document 2: Client's Requirements for further details. WSCC reserves the right to propose non-material changes to the Specification, if necessary, through clarification and consultation with the successful Bidder.

This tender will not contain lots.

2.2 Existing Contractual Arrangements

The incumbent Contractor is RS Divers Limited. The existing contract expires on 31.03.25.

2.3 Contract Value

The estimated annual value of the Contract is £50,000 (ex VAT). The estimated total value of the Contract is £350,000 (ex VAT) over the full term, including any extensions. However, no guarantee or commitment can be given regarding the initial and future value of any work arising from the Contract.

2.4 Contract Term

It is anticipated that the Contract will be awarded for an initial term of 6 years from the Contract Commencement Date, 01.05.2025, with an option to extend on the same Terms and Conditions offered at WSCC's discretion by up to an additional 1 year. The maximum duration of the Contract will therefore be 7 years.

2.5 Rights of Other Bodies to Participate

The Contract is for the sole use of WSCC.

Tender

3.1 Procurement Process

This procurement process will be conducted using the Open Procedure and in compliance with PA2023.

WSCC reserves its right at any time to terminate the procurement process for any reason and to decide in its absolute discretion whether it will enter any contractual arrangements at the termination of this procurement process. In responding to this ITT or otherwise engaging in the procurement process, Bidders accept that their participation in the procurement process is entirely at their own risk and cost in full knowledge of WSCC's right at any time and for any reason to terminate the procurement with or without the award of a contract.

WSCC shall bear no liability whatsoever for the outcome of this procurement process, whether withdrawn or altered or recommenced, including any loss of bidding costs, loss of profits or economic loss incurred by a Bidder or by any other person arising out of or in connection with the conduct of this procurement procedure.

Tender Requirements

Bidders must obtain for themselves at their own expense all information necessary for the preparation of their tender submission.

Under the Contract, WSCC requires compliance with its policies. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their tender submission.

The tender submission must be received in accordance with the relevant instructions no later than the tender submission Deadline. Tender submissions received after the tender submission Deadline will not be considered unless it can be proven beyond doubt that not meeting the deadline was beyond the Bidder's control. Tender submissions received 24 hours after the tender submission Deadline will be automatically rejected.

Only one tender submission is permitted from each bidder. If more than one tender submission is submitted by a bidder, the tender submission with the latest time of submission (prior to the tender submission deadline) will be evaluated and the other(s) disregarded.

The information supplied by the Bidder will be checked for completeness and compliance before tender submissions are evaluated.

Tenders must be completed in the English language.

Delivery of a notice to withdraw a tender submission must be submitted to WSCC via the correspondence tool on the e-Sourcing Portal. Upon receipt of such a notice, WSCC shall have seven (7) days within which to accept the tender submission (not including the day of service) or the tender submission will be deemed to have been withdrawn. In any event, Bidders shall not withdraw their tender submission except in the manner provided above.

Any signatures (on any procurement documents including the Contract) must be made by a person who is authorised to commit the Bidder to the obligations referred to therein.

Information supplied to the Bidders as part of this Procurement is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained herein and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by WSCC and its advisers. Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for loss or damage of whatever kind or howsoever caused, arising from the use by Bidders of such information. Some of the data in the procurement documents has been supplied by the existing supplier and may not have been validated by WSCC.

Any Bidder, employee of the Bidder, or consultant acting on behalf of the Bidder who is known to any Councillor, officer or representative acting on behalf of WSCC concerning this Procurement or Contract must declare the names of the persons and their relationship in the tender submission.

WSCC reserves the right to cancel the Procurement at any point. WSCC is not liable for any costs resulting from any cancellation of this Procurement or for any other costs incurred by any Bidder(s).

All Bidders are deemed to understand fully the processes that WSCC is required to follow under relevant UK legislation, particularly in relation to PA 2023.

3.3 Contract Terms and Conditions

Please see "Document 3: NEC4 TSC Underwater Inspections 04.03.25". For further information on the tender process, please see [WSCC Conditions of Tender](#).

Please also note: Document 9 – Collateral Warranty Template 04.03.25.

The Contract is not open for negotiation and by submitting a tender response, Bidders are agreeing to be bound by the Conditions of Tender and the Contract Terms and Conditions without further negotiation or amendment. Tenders must be submitted on the basis that the Contract Terms and Conditions are accepted.

If you have a query regarding the Contract or the Tender process, please submit a clarification using the guidance on Clarifications Questions outlined in [Paragraph 3.11](#) below. WSCC will consider whether any amendments are required. Where the amendment is acceptable, WSCC will publish a clarification response to all Bidders via the e-sourcing portal and, if required will issue a revised contract incorporating the amendment(s).

Any amendments agreed shall be published through the Clarification Log and shall apply to all Bidders. Any amendments which are proposed by Bidders, but not approved by WSCC through this process, will not change the tender documents and may be construed as a rejection of the terms leading to the disqualification of the Bidder's Tender. The successful Bidders' own terms of business will not be accepted in lieu of or in addition to the Contract Terms and Conditions.

3.4 Submission of Tenders

Tenders must be submitted via the e-Sourcing Portal. All technical queries regarding use of the e-Sourcing Portal should be directed to the [helpdesk detailed here](#).

Full instructions on submitting tender submissions are available at:
[https://services.atamis.co.uk/docs/Supplier User Guide.pdf](https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf)

No information contained in this ITT, any Procurement Documents or in any communication made between WSCC and any Bidder in connection with this Procurement shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this Procurement. WSCC reserves the right, subject to the appropriate Procurement Regulations, to change without notice the basis of, or the procedures for, this Procurement or to terminate this Procurement at any time. Under no circumstances shall WSCC incur any liability in respect of this Procurement or any supporting documentation.

3.5 Canvassing and Anti-Bribery

Direct or indirect canvassing of any Councillor, public sector employee or agent by any Bidder concerning this Procurement, or any attempt to procure information from any Councillor, public sector employee or agent concerning this Procurement including offering or giving any gratuity, bonus, discount or bribe of any sort may result in the disqualification of the relevant Bidder from this Procurement, and to hold the bidder liable for any resulting loss and damage.

3.6 Tender Validity

The tender submission (including price) must remain valid for a minimum period of one hundred and twenty (90) days (tender validity period). Prior to expiry of the original tender validity period, WSCC may request a specified extension of the period of validity from the Bidder. A Bidder may refuse such request but if it agrees it will not be required nor permitted to modify its tender.

3.7 Variants

Variant Tender Submissions will not be accepted.

3.8 Caveated Tenders

Tenders that are evasive, unclear, hedged, caveated, contains qualifications, or submitted subject to a Bidder's own internal company or trustee board approval may, at WSCC's discretion, be taken as a rejection by the bidder of the terms set out in this ITT and the Bidder's tender be rejected as non-compliant. WSCC reserves the right to invite any Bidder who submits a qualified tender submission to remove such qualifications entirely prior to disqualification.

3.9 Abnormally Low Tenders

WSCC maintains the right to clarify any tenders that it considers abnormally low and will follow the principals of the Government Commercial Function "Sourcing Playbook". Following clarification, WSCC maintains the right, in its absolute discretion to reject any tender that is priced at such a level that the Council considers itself unable to rely upon the contract being properly performed.

3.10 Pricing Schedule and Contract Price

Bidders must complete "Document 6: Cost Model" setting out the total price of delivering Services over the initial 6-year term. The evaluation will be based on the 6-year total contract cost and not an annual figure. Please see Document 3 for details on indexation.

All Prices shall be stated in pounds sterling and exclusive of Value Added Tax. Bidders must also ensure that they have read and understood any specific instructions within the Document 6 – Cost Model.

Any additional costs not stated in the Pricing Schedule will not be accepted unless prior written approval is received from the Contract Manager and such amendments are permitted under PA 2023.

Bidders must not make any changes or amendments to any formulas within the Cost Model. Any unauthorised changes may lead to the tender submission being rejected. Any errors or omissions identified should be notified to WSCC during the ITT clarification period.

WSCC requires bidders to ensure that any sub-contractors to the Bidder should be offered equivalent or better terms of payment to those set out in the Contract.

The Bidder's tendered price, as submitted in the Cost Model, shall be fixed for the term of the Contract and shall be subject to Indexation as per the Terms and Conditions of Contract. No variations to the Contract Price shall be implemented without written acceptance of such variations by WSCC. Changes to the Contract Price will only be accepted by WSCC where the Contract includes provision for review of the Contract Price and shall become effective only once agreed and accepted in writing by WSCC's authorised officer.

3.11 Clarification Questions

This Procurement and all Procurement Documents are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that all tender clarifications relating to content of the procurement documents should be made via the secure messaging service within the e-Sourcing Portal.

All communication with WSCC in relation to this procurement must be made by the Bidder's representative, quoting in the message heading the specific section and question number for which the Bidder requires information or clarification.

Bidders may seek clarification of any aspect of this by submitting written tender clarifications via the e-Sourcing Portal prior to the clarification deadline stated in the Indicative Timescales given on page 2 of this document. WSCC will endeavour to answer all tender clarifications as quickly as possible but cannot guarantee a minimum response time.

To ensure equality of treatment of bidders, WSCC intends to publish anonymised tender clarifications raised by Bidders together with WSCC's responses to all bidders on a regular basis.

If a Bidder considers that their tender clarification is commercially sensitive or otherwise subject to requirements of confidentiality, Bidder's must clearly mark the tender clarifications as such and provide reasons for this. Any such marking shall not be determinative and WSCC shall be entitled in its absolute discretion to determine whether such tender clarifications should be published to all Bidders to ensure compliance with the requirements of equal treatment and transparency.

In the event that WSCC disagrees with a Bidder on the commercial confidentiality of the question, they will seek confirmation from the Bidder if they wish to proceed with an anonymised response to all, or whether they wish to withdraw the question.

Evaluation

4.1 Overview

The evaluation process is split into the following 4 stages:

No.	Stage	Assessment Method
1	Compliance Check	Pass / Fail
2	Provider Selection Questionnaire (PSQ)	Pass / Fail
3	Quality Assessment: Method Statement Questions	Weighted score out of 100%
4	Commercial Assessment: Pricing Schedule and SAI	Scored using price per quality point method

4.2 Compliance Check

WSCC will assess each tender response to ensure compliance and completeness in accordance with the requirements set out in the tender pack. Clarification may be sought from Bidders to determine if a tender response is complete and compliant. Tender responses that are not completed fully or in compliance with the requirements set out in the tender pack may be rejected at this stage without further evaluation. All Bidders that pass the Compliance Check will proceed to the Conditions of Participation Questionnaire evaluation.

Bidders must ensure completed copies of the following documents are submitted:

No.	Title	Notes	Instructions
4	Provider Selection Questionnaire	Mandatory online questionnaire	Complete and submit
5	Technical Response	Mandatory questionnaire	Complete and submit
6	Cost Model	Mandatory commercial response	Complete and submit
7	Supplier Advantage Initiative	Mandatory questionnaire	Complete and submit
8	Health and Safety Questionnaire	Mandatory questionnaire	Complete and submit

4.3 Provider Selection Questionnaire (PSQ)

Bidders must complete the PSQ in accordance with the instructions given within the online document. WSCC may disqualify from this procurement any Bidder who:

- Does not provide a satisfactory response to any questions in this section or inadequately or incorrectly completes any question.
- Does not submit its completed tender submission before the tender submission deadline.
- Has been named or is going to be named (with its agreement) as a sub-contractor on another Bidder's tender submission.
- Is already aware that a tender submission has been received from another member of the same group of companies; or is a member of a consortium or partnership which submits another submission; or

Bidders who are not disqualified from further participation in the Procurement process on any of the above grounds shall be evaluated on the selection criteria listed within the Provider Selection Questionnaire in accordance with PA 2023.

4.4 Quality Assessment: Technical Response

The Quality element of this tender will be assessed using your responses to Document 5: Technical Response. Weightings for each question, and response character limits are shown below.

No.	Question Title	Weight %	Page Limit
1	Customer Complaints	10	1 x A4
2	Records and Communication	10	1 x A4
3	Competency	15	2 x A4
4	Programme Delivery	15	2 x A4
5	Method Statements	50	4 x A4

4.5 Quality Assessment: Scoring Criteria

Bidder responses to Document 5: Technical Response, will be scored using the following criteria.

Score	Classification	Definition
0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.
1	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the bidder will be able to provide the services and/or considerable reservations as to the bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high-risk solution for WSCC.
2	Partially acceptable response (one or more areas of major weakness)	Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the bidder will be able to provide the services and/or some reservations as to the bidder's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high-risk solution for WSCC.
3	Satisfactory and acceptable response (substantial compliance with no major concerns)	Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk solution to WSCC.
4	Fully satisfactory /very good response (fully compliant with requirements).	Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full, and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low risk solution for WSCC.

Any Bidder who achieves a score of '0' or '1' for any of the Technical Questions will be deemed to have failed to meet WSCCs' minimum acceptable standards for the Contract and may be disqualified from this Procurement. Any tender submission disqualified on this basis will not be evaluated further and will not be considered for Contract award.

4.6 Quality Assessment: Moderation

Each member of the Tender Evaluation Panel will score the Technical Response individually. Following independent scoring the Evaluation Panel will attend a moderation exercise chaired by WSCC Procurement to agree consensus on a final moderated score for each question, and to ensure the evaluation process has been conducted in accordance with PA 2023.

4.7 Commercial Assessment: Pricing Schedule

The scoring of the Commercial Assessment will be based on the "Price per Quality Point" Method as outlined by the following formula:

Net Total Tender Price / Total Weighted Quality Score = Price per quality point.

Bidders must complete Document 6: Cost Model as per the instructions given in the document. WSCC may seek independent financial and market advice to validate information declared in any Bidder's tender submission or to assist in the evaluation process.

4.8 Supplier Advantage Initiative (SAI)

As a result of improvements made to our payment processes, WSCC is now able to offer early invoice settlement. In return for paying ahead of your pre-existing terms, a small rebate is deducted. The key benefits to you are:

- Improved cash flow
- Increased efficiency using our e-invoicing tool and support from our AP Helpdesk
- Closer collaboration and an integrated long-term relationship
- Enhanced client satisfaction and increased visibility within WSCC
- Improved financial metrics.

If you wish to participate in this scheme, please see Document 7 for further information. Suppliers are required to complete the Declaration of Intent in Section 7 of Document 7, even if they do not wish to participate in the Supplier Advantage Initiative. Failure to do so may invalidate a supplier's tender submission.

SAI and the Commercial Evaluation

Rebates offered as part of this scheme will be considered within the Commercial Evaluation as follows:

Gross Total Tender Price – SAI Rebate Offered = Net Total Tender price used for evaluation

Award

5.1 Award Criteria

The Bidder achieving the lowest price per quality point will be recommended for contract award.

5.2 Tie Break

Should a situation arise whereby two or more Bidders achieve an equal price per quality point, the Bidder with the lowest total net tendered price for the full contract term will be the successful Bidder.

5.3 Due Diligence

WSCC will conduct checks against the successful Bidder's self-certification for all relevant sections of the Conditions of Participation Questionnaire including GDPR, Financial and Economic Standing and Insurance. The Contract will not be awarded until such checks are complete. The successful Bidder(s) will be required to submit the evidence required by WSCC in accordance with the Conditions of Participation Questionnaire and this ITT to verify their self-certification.

If the successful Bidder fails to provide the required evidence within the timeframe set by WSCC, or the evidence proves unsatisfactory, the award of the Contract shall not proceed. WSCC reserves the right to:

- Amend the Contract award decision and award to the second-placed Bidder (and so on) provided that such bidder has submitted a satisfactory tender submission; or
- Not award the Contract and to terminate this procurement.

Award of any Contract pursuant to this Procurement will be conditional upon approval in accordance with WSCC's internal governance procedures and WSCC being generally able to proceed.

5.4 Standstill Process

WSCC will operate an eight (8) working day standstill period prior to the award of any Contract pursuant to this Procurement to the successful bidder. The standstill period will start on 14.03.25 and end at midnight on 25.04.25 (midnight).

5.5 Financial Guarantee

WSCC reserves the right to require the successful Bidder to provide, as security for the performance of the Contract, a performance bond equivalent, OR the parent company of the successful Bidder to guarantee the performance of the Contract, prior to the award of the Contract.