

Document 1

Invitation to Tender

Smallholdings and Agricultural Estate Management Services
October 2024



Forward

Document History

Version	Procedure	Drafted	Checked	Published
1.0	Open FTS	DR	NR	DR

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 .

Indicative Timetable

Invitation to Tender (ITT) Published	17.10.24
Deadline for Bidders to submit Clarification Questions (CQs)	14.11.24 (12:00 noon)
Tender Submission Deadline	21.11.24 (12:00 noon)
Evaluation Process Complete	20.12.24
Notification of Intention to Award	02.01.25
Standstill Period Starts	02.01.25
Standstill Period Ends	12.01.25
Provisional Award Date	12.01.25
Mobilisation Period Starts	13.01.25
Contract Commencement Date	01.04.25
Service Commencement Date	01.04.25
Contract End Date (Initial 2-year term)	31.03.27
Contract End Date (Maximum 5-year term including extension)	31.03.30

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

Contents

Forward	2
Document History	2
Key Information	2
Indicative Timetable	2
1. Tender Pack	4
2. Introduction	5
2.1 Outline Scope	5
2.2 Existing Contractual Arrangements	5
2.3 Contract Value	6
2.4 Contract Term	6
2.5 Rights of Other Bodies to Participate	6
3. Tender	7
3.1 Procurement Process	7
3.2 Tender Requirements	7
3.3 Contract Terms and Conditions	8
3.4 Submission of Tenders	9
3.5 Canvassing and Anti-Bribery	9
3.6 Tender Validity	9
3.7 Variants	9
3.8 Caveated Tenders	9
3.9 Abnormally Low Tenders	10
3.10 Pricing Schedule and Contract Price	10
3.11 – Not Used	10
3.12 Clarification Questions	10
4. Evaluation	12
4.1 Overview	12
4.2 Compliance Check	12
4.3 Selection Questionnaire (SQ)	12
4.4 Quality Assessment: Method Statement Questions (MSQs)	13
4.5 Quality Assessment: Scoring Criteria	13
4.6 Quality Assessment: Moderation	14
4.7 Commercial Assessment: Pricing Schedule	14
4.8 Supplier Advantage Initiative (SAI)	14
5. Award	16
5.1 Award Criteria	16
5.2 Tie Break	16
5.3 Due Diligence	16
5.4 Standstill Process	16
6. Additional Information	17
6.1 Financial Guarantee	17
6.2 TUPE	17
6.3 Pensions	17

1. 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 ²	For Information
2	Specification	Detailed statement of WSCC's requirements	For Information
2a	Smallholdings Schedule	Appendix to the Specification	For Information
2b	Smallholdings Map	Appendix to the Specification	For Information
3	Contract Terms and Conditions	Document describing the Terms and Conditions that will apply to the Contract	For Information
4	Selection Questionnaire (SQ)	Mandatory online questionnaire	Complete and submit
5	Quality Assessment	Mandatory questionnaire	Complete and submit
6	Pricing Schedule	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

² <https://www.westsussex.gov.uk/business-and-consumers/supplying-wscc-with-goods-or-services/tendering-opportunities/>

2. Introduction

2.1 Outline Scope

A contract for the provision of Smallholding and Agricultural Estate Management Services is being tendered by West Sussex County Council (WSSC) in accordance with the Public Contracts Regulations 2015 (PCR 2015).

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.

- Day-to-day management of the smallholdings estate and the County Council's Other Rural Land
- Asset Optimisation and Option Appraisals of Property – Pre-Marketing
- The Disposal of Property
- Granting of Farm Business Tenancies (equipped holdings)
- Granting of New Leases, Sub-Leases or Licences Grant and Renewal of Farm Business Tenancies greater than 5 years
- Grant & Renewal of Farm Business Tenancies, Leases and Licences less than 5 years
- Rent Reviews (Smallholdings Estate)
- Rent Reviews, Lease Breaks, Lease Expiries and Renewals in respect of the Leasing & Licensing of Property
- Acquisition of Freehold Properties
- Property Acquisitions under the Statutory Blight Notice Procedure for Agricultural Land and Buildings Only
- Negotiation of Easements, Wayleaves and Other Sundry Negotiations
- Provision of Market Valuations
- Land Tribunal and Courts, Arbitration and Similar Dispute Resolution Case Work
- Tree advice and assessments

Please see Document 2: Specification for further details. WSSC reserves the right to propose non-material changes to the Specification, if necessary, through consultation with the successful Bidder.

This tender will not contain lots.

The Authority does not consider that subdivision into lots would be appropriate, as this could risk rendering the execution of the contract excessively technically difficult or expensive, and the need to coordinate different contractors for the lots could seriously risk undermining the outcomes and proper execution of the contract.

A glossary of terms used in this ITT is set out in Appendix -A.

2.2 Existing Contractual Arrangements

The incumbent Contractor is Strutt and Parker LLP. The existing contract expires on 31.03.25.

2.3 Contract Value

The estimated annual value of the Contract is £70,000 (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 2 years from the Contract Commencement Date, 01.04.25, with an option to extend on the same Terms and Conditions at WSCC's discretion by up to an additional 3 years in any combination. The maximum duration of the Contract will therefore be 5 years.

2.5 Rights of Other Bodies to Participate

The Contract is for the sole use of WSCC.

3. Tender

3.1 Procurement Process

This procurement process will be conducted using the Open procedure and in compliance with PCR 2015.

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

WSCC reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the procurement documents. All such further documentation that may be issued shall be deemed to form part of the procurement documents and shall supplement and / or supersede any part of the relevant procurement document(s) to the extent indicated.

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 the PCR 2015.

3.3 Contract Terms and Conditions

Please see Document 3: Contract Terms and Conditions. For further information, please see WSCC Conditions of Tender.

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 here](#). 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 be acceptable 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

If a Bidder considers they are unable to submit their tender submission through the e-Sourcing Portal or requires assistance or further information to be able to use the e-Sourcing Portal, the Bidder must contact WSCC via the messaging tool of the e-Sourcing Portal no later than four (4) calendar days before the tender submission Deadline to enable any technical queries to be investigated and resolved prior to the tender submission Deadline.

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 (120) 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: Pricing Schedule setting out the full costs of delivering Services for the duration of the Contract. 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 - Pricing Schedule.

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 the PCR 2015.

Bidders must not make any changes or amendments to any formulas within the Pricing Schedule. 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 Pricing Schedule, shall be fixed for the term of the 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 – Not Used

3.12 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 section 11 – Indicative Timescales. 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.

4. Evaluation

4.1 Overview

The evaluation process is split into the following 4 stages:

No.	Stage	Assessment Method
1	Compliance Check	Pass / Fail
2	Selection Questionnaire	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

WSSC 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 SQ evaluation.

4.3 Selection Questionnaire (SQ)

Bidders must complete SQ in accordance with the instructions given within the online SQ document. WSSC 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
- By virtue of Regulation 57 (exclusion grounds) of the PCR 2015 must (mandatory exclusion grounds) or may (discretionary exclusions grounds) be excluded from participation in this Procurement.

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 SQ document in accordance with Regulations 57-58 of PCR 2015 (as amended).

4.4 Quality Assessment: Method Statement Questions (MSQs)

The Quality element of this tender will be assessed using your responses to Document 5: Method Statement Questions (MSQs). Weightings for each question, minimum scores (if applicable), and response character limits are shown below.

No.	Question Title	Weight %	Page Limit
1	Gathering information for Asset Valuations	<u>10</u>	<u>2 x A4</u>
2	Market or Ref Book Valuation for a nominated Public Services Site	10	2 x A4
3	Changes to future legislation and charging structure	10	2 x A4
4	Keeping the assigned team up to date	10	2 x A4
5	Agricultural Estate Management service model	30	4 x A4 (Excluding Gantt)
6	Staff Synopsis and CVs	20	3 x A4 Synopsis and CV per team member
7	Emergency response	10	1 x A4

4.5 Quality Assessment: Scoring Criteria

Bidder responses to Document 5: Method Statement Questions, 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 MSQs will be deemed to have failed to meet WSCCs' minimum acceptable standards for the Contract and will 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 MSQ response individually. Following independent scoring the Evaluation Panel will attend a moderation exercise chaired by Procurement to agree consensus on a final moderated score for each question, and to ensure the evaluation process has been conducted in accordance with PCR 2015.

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

Bidders must complete Document 6: Pricing Schedule as per the instructions given in the document. Bidders must also submit their total gross tender price and SAI rebate offered in the relevant fields within the Atamis system.

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 Tender Price – SAI Rebate Offered = Net tender price used for commercial evaluation

5. 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, WSCC will apply the following Tie Break Criteria:

- Tie Break Criteria 1: the Bidder with the lowest overall Commercial Assessment price will be the successful Bidder.
- Tie Break Criteria 2: if the scores remain tied after the application of Tie Break Criteria 1, the Bidder with the highest Quality Assessment Score 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 SQ 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 SQ 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 a ten (10) day standstill period prior to the award of any Contract pursuant to this Procurement to the successful bidder. The standstill period will start on 10.12.24 and end at midnight on 20.12.24.

6. Additional Information

6.1 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.

6.2 TUPE

Not applicable to this tender.

6.3 Pensions

Not applicable to this tender.