



Ashfield
DISTRICT COUNCIL

Invitation to Tender
for
**Fox Street and
Portland Square**

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Introduction

1 Preamble

- 1.1 Pulse Consult Ltd is undertaking this procurement exercise on behalf of Ashfield District Council. Ashfield District Council are the Contracting Authority; and will be entering into the contract with the appointed supplier.

2 Outline Scope of Requirements

Ashfield District Council is seeking tenders for Construction Work to Fox Street, Sutton-in-Ashfield, NG17 1BE and Portland Square, Sutton-in-Ashfield, NG17 1BA.

- 2.1 Further details of the scope of construction work are contained in the tender documents.
2.2 The Authority's detailed requirements are set out in the Specification section.

3 Ashfield District Council Procurement Strategy & Social Value Policy

- 3.1 Ashfield District Council is committed to ensuring that services are delivered in a way that protects the quality of the environment and minimises any adverse impact on community well-being. The Council recognises that procurement can be integral in delivering more sustainable outcomes for the District. To achieve this, it is necessary to ensure that environmental and broader sustainability considerations are taken into account throughout the procurement process, where practicable.
- 3.2 Ashfield District Council is faced with having to deliver the services that local people need with fewer resources, and the delivery of services needs to be targeted, innovative and focussed on improving the quality of life in Ashfield. Maximising social value through the commissioning and procurement of public services will help the Council in achieving this goal, and so a social value approach has been adopted that gives greater thought about how we can best use limited resources more strategically, to produce a wider benefit than would otherwise have been achieved.
- 3.3 Ashfield District Council considers 'local' to comprise anything located or occurring within the boundaries of Ashfield District.
- 3.4 Further information can be found on Ashfield District Council's 'Procurement' page:
<https://www.ashfield.gov.uk/your-council/financial-information/procurement/>

4 Social Value Portal

- 4.1 Ashfield District Council is committed to a performance and evidence-based approach to Social Value, based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal.
- 4.2 Bidders should read the *Social Value Evaluation Guidance & Do's and Don'ts* document included with the tender pack before submitting their social value offer, and ensure they have fully understood the requirement and how to respond to it.
- 4.3 In order to participate in this tender, suppliers will need to complete their social value submission on the Social Value Portal by registering for the tender using the link and project reference code shown below (suppliers not already registered with the Social Value Portal should register using the link).
- Suppliers should register for this tender using the following link:
<https://socialvalueportal.force.com/supplierregistration>
 - The project references for this tender are:
8e0-0000-1GOEz
- 4.4 In the event that you are having difficulties accessing or using the Social Value Portal, please contact SVP support in the first instance:

4.5 If you are still having difficulties with the SVP portal, or are not getting a timely response from the SVP Support, please send us a message via explaining the issue **before the response deadline**, as we may not be able to address any issues once the tender has closed. The National TOMs are available to review at the Social Value Portal (<http://socialvalueportal.com/national-toms/>) and bidders will also been given access to them as a part of this tender. The TOMs within this tender process have been adapted to reflect the specific needs of the organisation. Please see the link below which explains how the SVP measure social value: <https://www.youtube.com/watch?v=SGo7gMitCDQ>

4.6 Bidders are required to propose credible targets against which performance (for the successful bidder) will be monitored. Ashfield District Council is not being prescriptive as to which TOMs measures are being sought from bidders by way of Social Value proposals and bidders are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for bidders will be the ability to deliver against the commitments made.

5 Social Value Management Fee

5.1 There is no charge for Tenderers to access the Social Value Portal for the purpose of responding to this tender. However, for the successful Tenderer who is subsequently awarded the contract, there is a charge of 0.2% of the total contract value, with a minimum fee of £750 per annum and capped at a maximum possible fee of £7,500 per annum. The fee is paid annually in advance of each year of the contract.

5.2 The winning bidder will be required to contract directly with the Social Value Portal who will provide the following services to the supplier

- Online account with Social Value Portal to allow contract management and project reporting account
- Technical support with data entry (e.g. access and functionality issues)
- Confirmation of evidence required to satisfy requirements
- Quarterly reports showing progress against targets
- End of project summary report and case study

5.3 The winning bidder will be invoiced directly by The Social Value Portal (SVP) upon award and will be responsible under the terms of the contract for payment directly to SVP.

5.4 Table 1: Contract Management Fee

Contract Value	Annual Fee
> £3.75m	£7,500
£375k - £3.75m	0.2% of contract value
< £375k	£750

5.5 This fee should be shown separately in the pricing schedule and will not be taken into account in the price evaluation.

Conditions of Tender

6 General Conditions

- 6.1 Tenders must be submitted in accordance with the following instructions; any not complying in part or in whole may be rejected at the Authority's sole discretion.
- 6.2 In the event that there are any discrepancies in the information presented in this *Invitation to Tender* and any of the other tender documents with respect to the conduct of the tender procedure, this document shall take precedence.

7 Preparation of Tender

- 7.1 Tenderers are responsible for obtaining all information necessary for the preparation of their response. All costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender, and attending any presentations or interviews required, shall be borne by the Tenderer unless stipulated otherwise.
- 7.2 The Tenderer will be deemed for all purposes connected with the Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.
- 7.3 Any background information included in relation to this tender is provided in good faith to assist Tenderers in preparing their tenders; no guarantee is given that it is exhaustive, or that any conclusion whatsoever may be drawn from it; and no warranty is made as to its accuracy.
- 7.4 Information given in respect of historical or estimated future spend is given as a guide; the Authority makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with any supplier.

8 Clarifications

- 8.1 Tenderers may request clarification on any of the points contained in the tender documents, including requests for clarification in relation to the *Terms & Conditions*. Tenderers should note that contract terms are non-negotiable and by submitting a completed tender response to the Authority, they are accepting the Authority's *Terms & Conditions*. Any qualified tender responses could be deemed as non-compliant.
- 8.2 Requests for clarification or further information should be emailed to carrie.young@pulseconsult.co.uk in sufficient time to allow the Authority to supply the information no later than six days before the final date for receipt of tenders.
- 8.3 Where tenderers have made the request in good time and the Authority has been unable to supply the information at the latest six days before the deadline, or where significant changes have been made to the procurement documents, it may be necessary to extend the deadline for tender responses.
- 8.4 Where additional information has not been requested in good time, and/or its importance with a view to preparing responsive tenders is insignificant, the deadline will not be extended.
- 8.5 The Tender Clarifications will be updated and published directly onto the SharePoint site.

https://pulseassociateslimited.sharepoint.com/:f:/s/AshfieldDistrictCouncil-FSPSTender/EqbxjpGuljdCrj51A5fRascBl_jZN-Yr6Yn2ggOYotivuA?e=cHq384

9 Responses to Invitation to Tender

- 9.1 The purpose of the response is to enable us to evaluate your understanding of our requirements, your proposed methods for meeting them, and the suitability of your organisation to become a supplier to the Authority.
- 9.2 Your response should consist of the following:
 - 9.2.1 A completed set of Supplier Questions.
 - 9.2.2 Written responses to the Quality Assessment section.
 - 9.2.3 Prices submitted in accordance with the Pricing Schedule.
 - 9.2.4 The priced offer and signed Collusive Tendering Certificate and Tender Declaration contained within the Form of Tender.
- 9.3 Where signatures are required, these must be provided by an appropriately authorised individual as follows:
 - i) Where the Tenderer is an individual, by that individual;
 - ii) Where the Tenderer is a partnership, by two duly authorised partners;
 - iii) Where the Tenderer is a limited company, by a director duly authorised for such purposes.
- 9.4 Signatures may be a scanned signature or an electronic signature (**but not typed**) and should be included with the documents submitted to procurement@pulseconsult.co.uk.
- 9.5 Tenderers should satisfy themselves of the accuracy of all fees, rates, and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
- 9.6 Tenderers should ensure they have checked the SharePoint site for all Tender Addendums and Clarifications prior to submission
- 9.7 If a Tenderer fails to provide fully for the requirements of the Specification in the Tender they must either:
 - i) Absorb the costs of meeting the full requirements of the specification within their tendered price; or
 - ii) Withdraw their tender.
- 9.8 All tenders should be valid and held open for acceptance by the Authority for a period of at least 90 days from the deadline for returns.

10 Submission of Tenders

- 10.1 All tenders and any associated documents must be submitted to procurement@pulseconsult.co.uk, unless otherwise specified or agreed by the Authority in advance of the stated deadline.
- 10.2 If you experience any issues with your submission, please contact carrie.young@pulseconsult.co.uk.
- 10.3 Tenders must be received no later than the time and date shown on the front of this document; the Authority reserves the right to accept late tenders only where it can be shown conclusively that this was due to reasons beyond the control of the Tenderer.
- 10.4 No alteration or amendment of returns will be accepted after the stated deadline, with the exception that the Authority may, at its unfettered discretion, permit a Tenderer to correct an error or omission that, in the Authority's considered opinion, is a genuine and obvious one.
- 10.5 We do not open any tenders until after the stated deadline has expired, therefore there is neither penalty nor advantage for returning a tender early.

11 Non-Consideration of Tender

- 11.1 The Authority may, at its absolute discretion, refrain from considering any Tender where:
- 11.1.1 It is not in accordance with the Form of Tender; Conditions of Tender; and/or *Terms & Conditions*;
 - 11.1.2 The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the *Terms & Conditions*, or the Specification; except where a variation or alteration is expressly invited or permitted;
 - 11.1.3 Any part of the submission is incomplete, or the Tenderer does not provide all the information required by the Authority.
 - 11.1.4 The Tenderer submits any supplementary documents; except where supplementary documents are expressly invited or permitted.
 - 11.1.5 We use a financial accreditation company to provide reports on companies who register an interest to provide goods, services, or works for the authority. We will receive a financial report indicating the potential level of financial risk any company may present if the authority were to award a contract to them; and a recommended a maximum contract value based on the financial information available. If your tender submission is above the recommended maximum contract value or if your financial risk profile is too high we reserve the right not to award you the contract. In this instance the next placed tenderer that satisfies the financial criteria will be taken forward.

12 Rejection of Tender

- 12.1 The Authority may reject any tender in any of the following circumstances where the Tenderer:
- 12.1.1 Fixes and adjusts prices shown in its Form of Tender by any agreement with any other person, or communicates to any person (other than the Officer responsible for this tender) the amount or approximate amount of the prices (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance); or
 - 12.1.2 Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
 - 12.1.3 Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender any act or omission; or
 - 12.1.4 In connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972; or
 - 12.1.5 Has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer.

13 Award of Contract

- 13.1 The Authority reserves the right not to award to any Tender; however, where it decides to award, it will do so to the organisation submitting the most economically advantageous tender, and which has satisfied the Authority's requirements in respect of the selection criteria, essential elements, and all other aspects of the tender.
- 13.2 Acceptance of a Tender by the Authority shall be shall be communicated to the winning Tenderer in writing. On acceptance by the Authority the Contract shall thereby be constituted

and become binding on both parties, notwithstanding which at request of the Authority the Tenderer shall forthwith execute a formal contract in the form provided.

14 Tenderer's Warranties

14.1 In submitting a Tender the Tenderer warrants and represents that:

14.1.1 It has not carried out any of the acts or matters referred to in the clauses titled *Non-Consideration of Tender* or *Rejection of Tender*, and has complied in all respects with these Conditions of Tender;

14.1.2 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;

14.1.3 It had made its own investigations and research, and has satisfied itself in respect of all matters relating to the tender, the Specification and the *Terms & Conditions* and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;

14.1.4 It has full power and authority to enter into the Contract and will if requested produce evidence of such to the Authority;

14.1.5 It is of sound financial standing, and the Tenderer and its partners, officers, and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer) which may adversely affect such financial standing in the future.

15 Terms & Conditions

15.1 The draft Conditions of Contract ("*Terms & Conditions*") the Authority proposes to use are part of the tender documents.

15.2 By submitting a tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the *Terms & Conditions* without further negotiation or amendment. Any amendments that are proposed but not agreed could be considered a non-compliant tender.

15.3 The successful Tenderer will be required to provide two signed copies of the *Terms & Conditions* following award.

16 Confidentiality

16.1 The Invitation to Tender, *Terms & Conditions*, Specification, and all other documents or information issued by the Authority in relation to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract, and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority.

16.2 The documents which constitute the Contract and all copies thereof are and shall remain the property of the Authority (whether or not the Authority shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.

16.3 All information provided by Tenderers as part of a tender return will be treated as confidential, notwithstanding any obligation on the Authority arising under the provisions of the Public Contracts Regulations, Freedom of Information or related legislation, or any other requirement for the disclosure of information applicable under the law of England and Wales.

17 Freedom of Information

17.1 The Authority is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIR); and may be obliged to disclose

information (including information provided by Tenderers) in accordance with the requirements of this legislation.

- 17.2 The Authority shall be responsible for determining at its absolute discretion whether information held by it relating to the tender shall be disclosed in response to a request for information under FoIA or EIR.
- 17.3 Tenderers should state if any information supplied by them is confidential or commercially sensitive, or should not be disclosed in response to a request for information under the Act; and should state why they consider the information confidential or commercially sensitive.
- 17.4 This will not guarantee that the information will not be disclosed, but will be examined in the list of the exemptions provided in the Act.

18 Data Protection

- 18.1 Tenderers shall ensure that any information that is provided as part of the tender process is at all times compliant with their obligations under the Data Protection Act 2018 (DPA) and UK General Data Protection Regulation (UKGDPR).
- 18.2 Any contract specific requirements in respect of data, being subject to data protection legislation, are set out in the specification and contract documents.

Tender Evaluation

19 Supplier Questions

- 19.1 Tenderers are required to complete the *Supplier Questions* included with the tender package. These questions are used to gauge your organisation's suitability to become a supplier to the Authority.
- 19.2 All responses will be evaluated as indicated within the questionnaire, with clarification sought where appropriate.
- 19.3 Responses to the *Supplier Questions* will be checked for compliance, and further clarification sought for any residual queries. Tenderers not meeting the basic minimum standard required after clarification may be excluded from further consideration at the Authority's discretion.
- 19.4 **Please do not provide any supporting information at this time unless specifically requested in the questionnaire;** relevant details will be requested from Tenderers as required and checked for suitability prior to contract award.

20 Checking and Evaluation of Tender Responses

- 20.1 An initial examination will be made to establish the completeness of submitted tenders. The Authority reserves the right to disqualify any tender submission that is incomplete.
- 20.2 Where it is considered by the evaluation team that the information or documentation submitted is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the Tenderer(s) concerned to submit, supplement, clarify, or complete the relevant information or documentation within an appropriate time limit.
- 20.3 Wherever possible, any clarifications required relating to the response will be dealt via emailing carrie.young@pulseconsult.co.uk.
- 20.4 It may be considered that written clarification is not sufficient in some instances; the Authority thus reserves the right to invite Tenderers to attend a clarification interview in person.
- 20.5 The Authority will evaluate the submissions to establish which it considers to be the most economically advantageous tender in accordance with the following award criteria:
 - i) Price 50%
 - ii) Quality 40%
 - iii) Social Value 10% (5% for each site)

21 Confirmation of Insurance Levels

- 21.1 If tenderers do not currently meet any of the mandatory levels of insurance set out in the specification, they should confirm in their tender that they commit to getting the required level(s) in place should they be awarded a contract, and ensure that they have included any additional cost for this within their submitted price.

22 Price Assessment

- 22.1 Sixty per cent (50%) of the available mark will be awarded for price. The marks for price will be awarded for the tender's price that appears on the tenderer's submitted Price Schedule.
- 22.2 The lowest bid will receive maximum marks and all other bids will receive marks in proportion to how far they exceed the lowest bid.
- 22.3 Lowest bid divided by bid x 50
- 22.4 For example:
 - Price 1 - £150.00
 - Price 2 - £125.00
 - Price 3 - £100.00 = Lowest bid

22.5 Example scoring:

$$£100 / £100 \times 50 = 50\%$$

$$£100 / £125 \times 50 = 40\%$$

$$£100 / £150 \times 50 = 34\%$$

22.6 Abnormally low bids distort evaluation of tenders, and where the Authority considers a tender to fall into this category the Tenderer will be required to explain the price or costs proposed in their tender.

23 Quality Assessment

23.1 Please see Tender document titled Qualitative assessment for details on how the Quality assessment will be scored.

24 Social Value Assessment

24.1 The social value elements of this tender will be evaluated by the Social Value Portal.

24.2 Please refer to the document *Social Value Evaluation Guidance & Do's and Don'ts* for fuller details on this part of the requirement and how it will be evaluated.

24.3 For the Quantitative element (S1) the highest value will be given the full component of points available for the element, with the other bids given a proportion of the score according to the following formula:

$$\text{score} = (\text{bid social value offer} / \text{highest social value offered}) \times \text{available score}$$

24.4 For the Qualitative element (S2 & S3) the score will be based on an assessment of the overall assurance of all the evidence provided as to the Bidder's capabilities to deliver Social Value offer made.

25 Evaluation Scoring & Weightings

25.1 The marks available, relative weightings, and total score available for each element of the Qualitative assessment are as shown in the table below:

<u>Management of the Works</u>	<u>Score</u>	<u>Weighting</u>	<u>Total Weighted Score</u>	<u>Overall %</u>
1) <u>Site Logistics</u> a) <u>How will you manage site traffic and deliveries?</u> b) <u>How will you manage parking (sub-contractors/visitors etc)?</u> <u>How will works outside the site hoarding (boundaries of the site) be managed.</u> <u>Maximum one page of A4 for response applicable to Fox Street and one page of A4 for response applicable to Portland Square</u>	<u>10</u>	<u>1.0</u>	<u>10</u>	<u>10%</u>
2) <u>Sites Handover</u> a) <u>Provide a method statement showing the key activities that would need to be undertaken to ensure that the project is fully commissioned and operating at its expected performance.</u>	<u>10</u>	<u>0.5</u>	<u>5</u>	<u>5%</u>

<u>Provide details on how you will manage the 12 months defects period whilst the sites are in operation including any obligations to undertake planned and preventative maintenance as recommended by the manufacturer or detailed within the Works Information</u>				
<u>Maximum one page of A4 for response applicable to Fox Street and one page of A4 for response applicable to Portland Square</u>				
<u>Total</u>				<u>15%</u>

<u>Previous Experience</u>	<u>Score</u>	<u>Weighting</u>	<u>Total Weighted Score</u>	<u>Overall %</u>
<p>1) <u>Please provide details of your previous relevant and recent project experiences working on car park construction and public realm improvement projects. You should provide evidence of any such projects you refer to including where possible contact detail of any referees.</u></p> <p><u>Please provide details of three relevant and recent project experiences similar to the proposed works. Maximum of one A4 page per case study</u></p>	<u>10</u>	<u>1.0</u>	<u>10</u>	<u>10%</u>
<p>2)</p> <p>a) <u>Please outline your proposed delivery team and explain why you chose them for this project. Include CVs for all team members and outline responsibilities for all team members. Provide details of time allocations for each of the project team to show how much of their time will be dedicated to the project through the project stages. Maximum two pages of A4</u></p> <p>b) <u>Please confirm in a statement how your delivery team will be set up if awarded both projects. Maximum one page of A4</u></p>	<u>10</u>	<u>0.5</u>	<u>5</u>	<u>5%</u>
<u>Total</u>				<u>15%</u>

<u>Programme</u>	<u>Score</u>	<u>Weighting</u>	<u>Total Weighted Score</u>	<u>Overall %</u>

1) <u>Please provide an indicative high-level programme of works for this project, showing each element of the scope of works separately.</u>	<u>10</u>	<u>1.0</u>	<u>10</u>	<u>10%</u>
<u>Please provide separate programmes for Fox Street and Portland Square</u>				
2) <u>Please set out your approach to how the project programme will be adhered to, clearly demonstrating your approach to maintain the completion date.</u>	<u>10</u>	<u>0.25</u>	<u>2.5</u>	<u>2.5%</u>
<u>Maximum one page of A4 for response applicable to Fox Street and one page of A4 for response applicable to Portland Square</u>				
3) <u>Please demonstrate your process and experience to implement the programme include a description of the availability of resources and management of resources such as labour, procurement of materials, machinery and sub-contractors and procurement of items with extended lead times.</u>	<u>10</u>	<u>0.25</u>	<u>2.5</u>	<u>2.5%</u>
<u>Maximum one page of A4 for response applicable to Fox Street and one page of A4 for response applicable to Portland Square</u>				
<u>Total</u>				<u>15%</u>

<u>Value Engineering</u>	<u>Score</u>	<u>Weighting</u>	<u>Total Weighted Score</u>	<u>Overall %</u>
1) <u>Please provide a schedule of value engineering proposals for the project to enhance the overall value for money of the scheme without having an impact on programme or the quality of the delivered building. Include design details of the proposals along with costings.</u>	<u>10</u>	<u>0.5</u>	<u>5</u>	<u>5%</u>
<u>Please provide three items for Fox Street and three items for Portland Square</u>				
<u>Total</u>				<u>5%</u>

<u>Health and Safety & Statutory Compliance</u>	<u>Score</u>	<u>Weighting</u>	<u>Total Weighted Score</u>	<u>Overall %</u>
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1) <u>Please provide details of how you will manage the health and safety on site to protect operatives, staff, and members of the public.</u>	<u>10</u>	<u>0.5</u>	<u>5</u>	<u>5%</u>
<u>Maximum one page of A4 for response applicable to Fox Street and one page of A4 for response applicable to Portland Square</u>				
2) <u>Please confirm arrangements for ensuring competency of your subcontractors and their arrangements for health and safety.</u>	<u>10</u>	<u>0.5</u>	<u>5</u>	<u>5%</u>
<u>Maximum one page of A4 for response</u>				
<u>Total</u>				<u>10%</u>

25.2 The quality and price scores will be converted to a proportion of the maximum score available for their respective elements which will be expressed as a percentage; these will be added together to arrive at the overall score for the tender.

25.3 In the event of tied overall scores, the Authority will use the price element score to determine the relative positions of the tied Tenderers within the overall ranking.

26 Final Qualification Check and Award of Contract

26.1 Prior to being awarded a contract, if not already supplied, the leading Tenderer may be asked to provide documentary evidence to substantiate their responses to the *Supplier Questions*. At the very least, we will ensure that Tenderers meet the minimum standards established in respect of:

26.1.1 Financial stability;

26.1.2 Insurance policies & indemnity limits;

26.2 The Authority will also request evidence of any other element(s) covered by the *Supplier Questions* where this is deemed material to the subject matter of the contract.

26.3 Should the leading Tenderer be unable to satisfy the Authority's requirements in this respect, their tender will be dismissed and the next placed Tenderer asked to provide their supporting evidence; continuing until the highest placed Tenderer able to satisfy the criteria will be awarded the contract.

Quality Assessment

27 Quality Assessment Instructions

27.1 Your tender response should describe clearly and concisely how you would fulfil the requirements laid out in the Specification, paying close attention to the following points:

- Please clearly label each response with the appropriate question number.
- Please ensure that your responses to the questions relate to the specification and the works to be carried out.
- For each quality assessment question, please ensure that no more material is provided than is required to answer the question. In particular, please avoid the following:
 - Additional information outside the scope of the question;
 - Details about your company that have not been requested and don't add clarity to the response;
 - 'Sales pitch' type information.

27.2 For each written question, please ensure that no more material is provided than any limit stated in the question (for written responses this includes pictures / photographs, and should use Arial font size 12). Any material provided in excess of this limit **will not be considered** as part of the evaluation, and will not contribute towards the score for that element.

27.3 Additional appendices or attachments, unless specifically requested in the Quality assessment Questions section, **will not be considered** as part of the submission, and will not count towards the score awarded for any element.

27.4 Where a question states that responses should be provided in a particular format, Tenderers should ensure that they comply with the instruction. The Authority reserves the right to award a score of zero for any responses submitted in an incorrect format or not in accordance with the instructions.

27.5 Where a specific format is indicated, or document provided, for responses, Tenderers should ensure that they complete and return the responses as instructed and should not make any variation or alteration to the format(s) or document(s) nor submit any alternative documents, unless expressly invited or permitted. The Authority reserves the right to award a score of zero for any responses submitted in an incorrect format or document, or otherwise not in accordance with the instructions.

27.6 Method statements and other responses submitted in response to this section may be incorporated into the Contract

28 Social Value Assessment

NB: The social value assessment component must be completed on the Social Value Portal. Please refer to the instructions in Part 1 for further information.

S1: Social Value Quantitative Assessment

As part of this tender, you have been given access to Ashfield District Council's online *Social Value Portal TOMS Calculator*.

Please complete the calculator by entering the specific social value targets you would be willing to commit to delivering over the life of the contract.

S2: Social Value Qualitative Assessment

For each of the targets entered in the *Social Value Portal TOMS Calculator*, please provide a clear and detailed rationale sufficient to demonstrate that you have credible processes in place to deliver the measure in question.

The rationale for each measure should also specify whether this value will be delivered directly by your organisation, or through your supply chain, or a combination of both.

Additional supporting documentation may be provided where necessary to justify your approach.

Contract Specification

This section will form part of the Contract .

- 29 The Tender Documents make up the Contract specification requirements.
- 30 The Construction (Design and Management) Regulations 2015
- 30.1 Contracts will be executed strictly in accordance with the Construction (Design and Management) Regulations.
- 31 Grant Funding Requirements
- 31.1 This project has been part-financed by Futures Towns Fund Programme, and may be subject to conditions imposed by the funding body. The Contractor will be expected to comply with the relevant requirements and any associated regulations such as procurement, publicity, and eligibility criteria.
- 32 Continuous Improvement
- 32.1 It is a requirement that the Contractor shall continuously seek to identify efficiencies and improvements, and to reduce any occurrences of poor performance over the life of the contract; the Authority will work with the Contractor to identify and prioritise any areas of improvement so identified.
- 32.2 Proposals should be presented by the Contractor to the Authority's representative demonstrating:
- 32.2.1 Enhancements and benefits to the service
 - 32.2.2 Cost implications for maintenance and operation
 - 32.2.3 Programmes for implementation
 - 32.2.4 Contractor and Employer resource requirements
- 33 Living Wage
- 33.1 The Living Wage is based upon the concept that people should earn an amount of money that enables them to live with dignity, and to provide a decent standard of living for their families.
- 33.2 In the context of this tender, 'Living Wage' refers to the hourly rate set by the Living Wage Foundation, and calculated by an independent body based on a basket of household goods and services aiming to reflect the basic costs of living.
- 33.3 In this regard, the Authority has made the following commitments:
- To pay its own directly employed staff at least the Living Wage.
 - To require its Contractors to pay all of their qualifying employees engaged on delivering its contracts at least the prevailing Living Wage for the hours they spend on delivering the contract.
- 33.4 Qualifying employees are those that are over the age of 18 providing a service to or on behalf of the Council for 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks, and includes agency staff, casual workers, and sub-contractors.
- 33.5 Tenderers must note that it is the intention of the Authority not to contract any supplier who does not comply with the Living Wage policy, and Living Wage will form part of the evaluation criteria. The evaluation of tenders, as far as it is affected by wage rates, will be confined to the actual wage rates provided for in the tender.
- 33.6 If the bid information discloses that the bid does not allow for the tenderer's employees to be paid wage rates that meet or exceed the current published Living Wage rates, the bid will be disqualified.

34 Sustainable Procurement

- 34.1 According to the UK Government's Sustainable Procurement Taskforce, sustainable procurement is defined as a process whereby organisations meet their needs for goods, services, works, and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and the economy, whilst minimising damage to the environment.
- 34.2 Sustainable Procurement should consider the environmental, social and economic consequences of: Design; non-renewable material use; manufacture and production methods; logistics; service delivery; use; operation; maintenance; reuse; recycling options; disposal; and the Contractor's capabilities to address these consequences throughout the supply chain. The Contractors should have due regard to these in the performance of their duties.
- 34.3 It is expected that this project may involve a supply chain, including undertaking of services and works and the supply of materials and equipment. The Contractor will be required to actively consider ways in which they can include local companies in their supply chain for the successful delivery of this contract.

35 Environmental Impact

- 35.1 This contract will likely involve amounts of travel, waste being produced, emissions, etc., and reducing the environmental impact of these is key to successful delivery of the objectives. The Contractor will therefore be required to use their best endeavours to limit the impact of their activities on the environment, including (but not limited to) consideration of the following:
- 35.1.1 Reducing their carbon footprint
 - 35.1.2 Reducing the volume of waste produced, especially where requiring specialist disposal or removal to landfill.
 - 35.1.3 Increasing the proportion of materials reused / recycled
 - 35.1.4 Reducing energy use, and increasing energy efficiency and self-sufficiency

36 Performance Management Meetings

- 36.1 The Contractor may be required to attend performance management meetings at the Authority's designated office. No additional expenses for travel etc. will be paid by the Authority to attend these meetings; Tenderers should therefore ensure that they price their tenders accordingly.

37 Invoicing & Payment

- 37.1 Unless you are advised otherwise, for any building or construction services supplied under this contract the Council is an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Please issue the Council with a normal VAT invoice, with VAT charged at the appropriate rate. The Council will not account for the reverse charge.
- 37.2 It is the policy of the Authority to make all payments to Contractors directly into their bank account using the Bankers Automated Clearing Systems (BACS).
- 37.3 The Authority's standard payment terms are 30 days from receipt of a correctly formatted undisputed invoice. The Authority expects its Contractor to apply the same payment terms to their own subcontractors & supply chain.

38 Intellectual Property

- 38.1 Unless otherwise specified or agreed, it is the intention of the Authority that all intellectual property rights in all works or supplies provided in relation to this tender which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights

when the said works are created, shall be owned by the Authority, and the Contractor shall ensure that it executes all documents necessary to effect such ownership.

38.2 Where the Contractor provides existing intellectual property right protected material to the Authority in relation to this tender, it shall disclose this to Authority; warrants it has the right to do so; and shall fully indemnify and hold the Authority harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.

38.3 Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.

39 Data Protection

39.1 Contractors to the Authority must comply with all obligations and requirements under the UK General Data Protection Regulation (UKGDPR) and the Data Protection Act 2018 as amended, or its successors (DPA); and any associated legislation. The Contractor is required to have in place the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of any data subjects throughout the duration of this contract.

39.2 Notwithstanding the general obligation above, where the Contractor is tendering to process Personal Data as a Data Processor for the Authority the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Act; and if awarded the Contractor will provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Contractor is complying with its obligations arising from the Data Protection legislation.