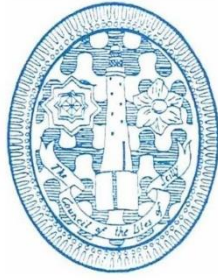


Invitation To Tender for New Pavement 3 & Workshop  
Moorwell Depot, St Mary's



## **Council of the Isles of Scilly**

*A strong, sustainable and dynamic island community*

# **INVITATION TO TENDER FOR NEW PAVEMENT 3 & WORKSHOP MOORWELL DEPOT, ST MARY'S**

### **REFERENCE NUMBER**

190704\_W2\_Moorwell Pavement 3 & Workshop

### **DATE OF ISSUE**

**13<sup>th</sup> September 2019**

Advertised at: <https://www.gov.uk/contracts-finder>

<http://www.scilly.gov.uk/business-licensing/contracts/current-contract-opportunities>

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**Supplementary Documents**

- Annex A: Qualitative Selection Document (to complete, sign and return with tender)
- Annex B: Specification and Pricing Document (to complete, sign and return with tender)
- Annex C: Certificate of Bona Fide Tender (to complete, sign and return with tender)
- Annex D: Expression of Interest Proforma (to complete, sign and return as soon as possible)

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<b><u>Contract Opportunity Summary</u></b>			
<b>Contract Name:</b>	Moorwell Pavement 3 and Workshop	<b>Date of ITT Issue:</b>	13 <sup>th</sup> September 2019
<b>Our Contract Ref:</b>	190704_W2_Moorwell Pavement 3 & Workshop	<b>Clarifications Period</b>	16/9/2019 – 26/9/2019
<b>Contract Type:</b>	Works	<b>Tender Return Date/Time</b>	7 <sup>th</sup> October 2019 23:59
<b>CPV Codes:</b>	45200000	<b>Evaluation Period</b>	8 <sup>th</sup> October – 15 <sup>th</sup> October 2019
<b>Place of Delivery:</b>	Isles of Scilly	<b>Date of Notification</b>	16 <sup>th</sup> October 2019
<b>Estimated Contract Value:</b>	£100,000	<b>Standstill Period</b>	14 calendar days
<b>Tender Type:</b>	Sub Threshold  Open Tender  Most Economically Advantageous Tender (Price/Quality)	<b>Earliest Date Contract Awarded</b>	5 <sup>th</sup> November 2019
<b>Tender Response Requirement</b>	Quality response D1 – Dx  Price Response Dx  Appendix A – Qualitative Selection Document	<b>Anticipated Contract Commencement:</b>	9/12/2019
<b>Quality/Price Ratio:</b>	Quality 40%  Price 60%	<b>Anticipated Contract Completion</b>	31/3/2020

## Section A: Introduction

- A.1 The Council of the Isles of Scilly is looking for a single Provider to be appointed for the CONSTRUCTION OF NEW PAVEMENT 3 & WORKSHOP ALTERATIONS, MOORWELL DEPOT, ST MARY'S, as specified in the Council's Contract Notice Reference Number: 190704\_W2\_Moorwell Pavement 3 & Workshop
- A.2 This is a sub threshold level works contract being procured under the open tender process. As a consequence of the estimated value of the contract this procurement is not subject to the full extent of the Public Contract Regulations.
- A.3 Section B provides some Background to the Project.
- A.4 Section C contains the Instructions to Tenderers and sets out the conditions of this ITT.
- A.5 Section D provides details on the required response format and explains the evaluation process. There is also a checklist of additional certificates to complete and sign. Copies can be found in Scheduled 1 to 8.
- A.6 Section E contains the Scope of Services.
- A.7 Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender. Non-compliant Tender Responses may be rejected by the Authority. Tender Responses which are deemed by the Authority to be fully compliant will proceed to evaluation. These will be evaluated using the selection criteria and weightings detailed in Table 1 Section D.
- A.8 Following evaluation of the Tenders the Authority will undertake all necessary due diligence checks, including those relating to the successful providers response to Appendix A: Qualitative Selection Document, and, subject to the due diligence checks, will award a contract to the successful provider. Where checks on the qualitative selection document make the initial successful providers non-compliant their submission will be rejected and the next highest scoring tender will become the successful provider

## Section B: Background

- B.1 Following evaluation of the Tenders the Authority will undertake all necessary due diligence checks, including those relating to the successful providers response to Appendix A: Qualitative Selection Document, and, subject to the due diligence checks, will award a contract to the successful provider. Where checks on the qualitative selection document make the initial successful providers non-compliant their submission will be rejected and the next highest scoring tender will become the successful provider
- B.2 The Council of the Isles of Scilly can claim that it is unique in terms of its geographical isolation, its constitution, history and community and in terms of the broad range of services that it delivers. The Council has responsibility for the provision of children services, adult social care, housing, waste management, recycling, fire services, highways, environmental health, planning and development, registration of births, marriages and deaths, tourism, coastal-defences, sea fisheries, transport, Health overview, Health and Safety, and emergency planning. A complete catalogue of services would give a list of more than 100 services provided to this remote island community. In addition, the Council is the only remaining public water and sewerage authority left in England and Wales and it operates water systems on St Mary's and Bryher. The Council also operates St Mary's Airport, central to the local economy and the 10th busiest regional passenger airport in the United Kingdom.
- B.3 The Council has an important role as a focus for the Islands' community and has a significant role as a community leader. It is at the centre of the sustainable development of this unique Island Community and works closely with partners to ensure a sustainable and vibrant community.
- B.4 As with every Island authority, the Council is a major employer. Many Council Officers and other employees have multiple roles to try and ensure the lowest possible unit cost on staffing.
- B.5 The Isles of Scilly, situated 28 nautical miles south west of Lands End, Cornwall, are a group of approximately 200 low-lying granite islands and rocks. The 2011 Census identifies the resident population on Scilly as 2,203, with the majority living on St Mary's. Most of these live within the administrative centre of Hugh Town. In addition, there are small though significant communities on 4 of the off-islands of St Agnes, Bryher, Treco and St Martin's. The population remains stable but is aging rapidly as the young leave for the mainland in pursuit of further education, jobs and homes and the elderly retire to the islands. Issues of access and social exclusion are acutely felt here.
- B.6 The exceptional quality of the islands environment reflects its designation as an Area of Outstanding Natural Beauty (AONB), Conservation Area and Heritage Coast. The Conservation Area and the AONB boundaries are coincidental and cover the entire archipelago. In addition there are 27 Sites of Special Scientific Interest, 236 Scheduled Ancient Monuments, 128 listed buildings (4 Grade 1 and 8 Grade 2\*), a

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Special Area of Conservation (EU Habitats Directive) and a Special Protection Area (EU Birds Directive).

- B.7 The economy of the islands is dominated by tourism which leads to significant under employment on the islands. The potential for career development and higher paid jobs is currently limited. Our young people are not exposed on a daily basis to the range of employment, social and cultural opportunities available in the wider world.
- B.8 Additional general information about The Council of the Isles of Scilly can be found on [www.scilly.gov.uk](http://www.scilly.gov.uk). A more detailed brief of the project can be found in the specification at Section E of this ITT. The Authority shall actively manage the resulting key contract activities including: contract review meetings; KPI management and analysis of management information.

## Section C: Instructions to Tenderers

### General

- C.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact **Keith Grossett, Senior officer: Capital Development and Procurement**, Council of the Isles of Scilly, Town Hall, St Mary's, Isles of Scilly, TR21 0LW or e-mail **Keith.Grossett@scilly.gov.uk** if you have any doubt as to what is required or will have difficulty in providing the information requested. In the officers absence the email address will be checked by colleagues to ensure that a swift response to any questions raised by tenderers is delivered.
- C.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
- C.3 All documentation issued in connection with this Invitation to Tender (ITT) shall remain the property of the Authority and/or as applicable relevant Other Contracting Bodies (OCB) and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Authority or securely destroyed by the Tenderer (at the Authority's option) at the conclusion of the procurement exercise.
- C.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- C.5 The Tenderer shall not make contact with any other employee, agent or consultant of the Authority or any relevant OCB who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- C.6 The Authority shall not be committed to any course of action as a result of:
- C.6.1 issuing this ITT or any invitation to participate in this procurement exercise;
  - C.6.2 an invitation to submit any Response in respect of this procurement exercise;
  - C.6.3 communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
  - C.6.4 any other communication between the Authority and/or any relevant OCB (whether directly or by its agents or representatives) and any other party.

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- C.7 Tenderers shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Tender and reserves the right not to conclude an Agreement for some or all of the services for which Tenders are invited. Tenderers should be aware that no contractual relationship shall exist or be construed as existing between the Council and the successful tenderer until such time as the contract connected with this tender is duly executed and/or signed. Any works undertaken by the successful tenderer in the period between notification of award and the signing of the contract shall be considered as being at the tenderers risk.
- C.8 The Authority reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.

**Confidentiality**

- C.9 Subject to the exceptions referred to in paragraph C10, the contents of this ITT are being made available by the Authority on condition that:
- C.9.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- C.9.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- C.9.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- C.9.4 Tenderers shall not undertake any publicity activity within any section of the media.
- C.10 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:
- C.10.1 this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- C.10.2 the Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
- C.10.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or
- C.10.4 the Tenderer is legally required to make such a disclosure.
- C.11 In paragraphs C9 and C10 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- C.12 The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the Contract documents available for private inspection by its officers, employees, agents or



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advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs C13 to C16 below).

- C.12.1 The tenderer should be aware that the Authority is required to disclose certain information relating to this procurement process in compliance with the local Government Transparency Code 2015. This information will include, but may not be limited to, all payments to contractors for more than £500, details of any invitation to tender over £5,000 and any contract (regardless of whether this is a formal contract document or not) entered into by the authority over £5,000. This information will be declared on the Council of the Isles of Scilly website. For further information regarding the requirements of the Local Government Transparency Code 2015 tenderers are directed to:

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>.

### **Freedom of Information**

- C.13 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the to the Authority.
- C.14 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
- C.14.1 Clearly identify such information as commercially sensitive;
- C.14.2 Explain the potential implications of disclosure of such information; and
- C.14.3 Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- C.15 Where a Tenderer identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

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- C.16 Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Authority and the Tenderer should not attempt to answer the request without first consulting with the Authority.

#### Tender Validity

- C.17 Your Tender should remain open for acceptance for a period of 70 days. A Tender valid for a shorter period may be rejected.

#### Timescales

- C.18 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
13/09/2019	ITT to be issued to Tenderers by the Authority
16/09/2019	Clarification Period Opens
17:00 on 26/9/2019 GMT	Clarification Period Closes
23:59 on 7/10/2019 GMT	Closing date and time for receipt by the Authority of Tenderer Responses to the ITT
8/10/2019– 17/10/2019	Evaluation of ITT Responses commences
16/10/2019	Notification of proposed appointment
5/11/2019	Earliest Possible Contract Award Date
9/12/2019	Anticipated Contract Commencement Date

#### Authority's Contact Details

- C.19 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in paragraph C.1 above.
- C.20 All communications should be clearly headed **Invitation to Tender for New Pavement 3 & Workshop Moorwell Depot** and include the name, contact details and position of the person making the communication.

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- C.21 Requests for Tender clarifications must be submitted in accordance with the procedure set out in C51 to C57 – Queries Relating to Tender.

**Expressions of Interest and Intention to Submit a Tender**

- C.22 Tenderers should complete and return as soon as possible the Expression of Interest pro-forma included within the tender pack indicating their interest in the tender process. Where a tenderer does not submit an expression of interest and the Council is unaware of the intentions of an organisation with regard to the tender process, the authority accepts no responsibility for a tenderer being unaware of any clarifications, information releases or other changes to the tender process as a consequence of a failure to provide the required contact details. In addition to direct contact between the authority and parties that have expressed an interest, the authority will periodically update its website ([www.scilly.gov.uk/business/contracts](http://www.scilly.gov.uk/business/contracts)) with any information or changes to the procurement documents but it will remain the responsibility of tenderers to ensure that they have kept up to date with changes in the process. Expressions of Interest should be sent as soon as possible to **Keith.Grossett@scilly.gov.uk**.
- C.23 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate such via email to **Keith.Grossett@scilly.gov.uk** stating the reasons why they do not wish to participate further.

**Preparation of Tender**

- C.24 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- C.25 Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.
- C.26 The Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- C.27 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Tenderers should notify the Authority

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promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

### Submission of Tenders

- C.28 The Tender must be submitted in the form specified in the Instructions to Tenderers in Section D. Failure to do so may render the Response non-compliant and it may be rejected.
- C.29 The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders.
- C.30 Any extension granted will apply to all Tenderers.
- C.31 Tenderers must submit:
  - C.31.1 one original bound priced hard copy of their Tender
  - C.31.2 one unpriced hard copies of their Tender (ie excluding the response to section D.5).
  - C.31.3 One electronic copy of their Tender including both the priced and unpriced version of the submission with narratives in Microsoft Word or compatible equivalent and financial details in Microsoft Excel or compatible equivalent. PDF versions are acceptable but should accompany a version submitted in a Microsoft Word compatible submission.
- C.32 The original and the copies must be provided on A4 paper, single line spaced, in Arial with a minimum size 11 font and securely bound and signed by the Tenderer's authorised representative.
- C.33 In line with Government objectives to achieve ISO14001:2004 (Environmental Management Systems), the Authority asks that you do not include any of the following with your Tender:
  - C.33.1 Any lever arch folder or ring binder;
  - C.33.2 Any extraneous information that has not been specifically requested in the ITT
  - C.33.3 Any sales literature
  - C.33.4 Tenderers' standard terms and conditions.
- C.34 In relation to the submission of hard copies, Tenderers should note that they are not permitted to email copies of the tender to the authority and any emailed submissions will be deleted without consideration. Therefore, electronic copies must be either via CD, DVD or USB Flash Drive only
- C.35 The Tender and any documents accompanying it must be in the English language.

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- C.36 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. The basis of any conversion from one currency to another must be clearly identified within the tender. This should include the exchange rate that has been used, the source of the exchange rate and the date on which the exchange rate was correct.
- C.37 It is recommended that the ITT envelopes and packages are submitted by registered post, recorded delivery service or delivered by hand, and must bear no reference to the Tenderer by name marked on the envelope or in the franking thereon. Tenderers should include the phrase **"Invitation to Tender for New Pavement 3 & Workshop Moorwell Depot"** at a clearly visible place on the envelope so as to avoid the unintentional opening of tenders prior to the deadline date. **Tenders are to be returned and received by the Authority to: The Chief Executive, Council of the Isles of Scilly, Town Hall, St Mary's Isles of Scilly, TR21 0LW by no later than 23:59 GMT on 7/10/2019.** Responses received after this date will not be accepted unless irrefutable proof is provided by the tenderer that the tender was posted in sufficient time, with the appropriate postage paid and using a service that should have, were normal operating conditions assumed, reached the authority by the date and time of the deadline for the receipt of the tender. It is therefore recommended that sufficient evidence of the time, date and method of delivery/service is retained by the tenderer to assist the Authority in its determinations where there is a possibility that a late delivery might occur. The Authority will consider the evidence provided by the tenderer but any decision relating to the late delivery of a tender will be made at the sole discretion of the Authority. Tenderers are reminded that the Islands mail is not provided by road or rail transport and is typically flown to the islands via Skybus. Tenderers should also be aware that many courier services deliver to Penzance Quay not direct to St Mary's and packages delivered in this manner are subject to the days and times of sailing of either the Scillonian 3 or Gry Marthia both of which are operated by the Isles of Scilly Steamship Company.
- C.38 Tenders delivered by hand must be received at the reception desk at the address above by **23:59 GMT on 7/10/2019 ("the Deadline")**. Envelopes and packages should not bear any reference to the Tenderer by name.
- C.39 Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be retained in a secure environment, unopened until the opening date.
- C.40 The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- C.41 Where applicable, account will also be taken of any factors which may impact on the Tenderers suitability that emerge from the tendering process and relate to information previously provided by the Tenderer as part of a pre-qualification process or information submitted as part of any qualitative selection process (including submitted European Single Procurement Documents documents). If the Tenderers circumstances have changed significantly from the position stated in the PQQ or

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ESPD this may lead to the Tenderer no longer being able to participate further in the Tender process

### Canvassing

- C.42 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any relevant OCB or any of its officers or members concerning the establishment of the Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender or otherwise attempts to distort competition or seek an undue advantage in the procurement will be disqualified.

### Disclaimers

- C.43 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- C.44 Neither the Authority, nor any relevant OCBs nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- C.44.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- C.44.2 accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- C.45 Any persons considering making a decision to enter into contractual relationships with the Authority and/or, as applicable, relevant OCB following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and/or, as applicable, relevant OCB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 16 of this Invitation to Tender.
- C.46 Any Agreement concluded as a result of this ITT shall be governed by English law.

### Collusive Behaviour

- C.47 Any Tenderer who:
- C.47.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or

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- C.47.2 communicates to any party other than the Authority or, as applicable, relevant OCB the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- C.47.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- C.47.4 enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- C.47.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission,
- C.47.6 Or colludes with any party with the objective of distorting the outcome of the tender process,

shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

#### **No Inducement or Incentive**

- C.48 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other contractual agreement.

#### **Acceptance and Admission to the Agreement**

- C.49 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer (notification of a successful tender), the Tenderer will within 30 days of being called upon to do so by the Authority execute the Agreement in the form set out in Invitation to Tender pack or in such amended form as may subsequently be agreed. Tenderers are reminded that no contractual relationship shall exist as a consequence of the notification and that until such time as a formal contract has been entered into by both parties i.e. the contract is formally signed and/or executed, that any operations undertaken by the tenderer are at their own risk
- C.50 The Authority shall be under no obligation to accept the lowest or any Tender.

#### **Queries Relating to Tender**

- C.51 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraph C.53 of these Instructions.

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- C.52 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Authority has designated a specific window of time to deal with clarification requests from Tenderers.
- C.53 Clarification requests can be submitted via e-mail to **Keith.Grossett@scilly.gov.uk** from 16/9/2019
- C.54 No further requests for clarifications will be accepted outside of the period referenced in the table at C18 or, where applicable, any to this date and/or time as amended and communicated to tenderers either by email or reissue of the ITT.
- C.55 In order to ensure equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.
- C.56 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Authority's response, the Authority will:
- C.56.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Tenderers; or
- C.56.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- C.57 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests. The Authority does guarantee that the submission of a clarification question will result in an answer being provided by it within the timescales of the tender but will in every case use its best endeavours to do so.

#### Amendments to Tender Documents

- C.58 At any time prior to the deadline for the receipt of Tenders, the Authority may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Authority to all prospective Tenderers by 01/04/16. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the Deadline for receipt of Tenders.

#### Late Tenders

- C.59 Any Tender received at the designated point after 23:59 GMT on 7/10/2019 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.



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**Proposed Amendments to the Agreement by the Tenderer**

- C.60 The contract issued with this Tender Pack should be considered in detail by Tenderers as part of submitting their tender. Tenderers wishing to clarify the terms and conditions of the contract may do so by issuing a clarification request as set out in paragraph C 53.
- C.61 The Authority will consider proposed amendments strictly on their merits and within the limits imposed by Public Procurement Law and shall, in accordance with duties of transparency, fair competition and equal treatment of all tenderers, openly communicate any requested changes of the contractual documents that may have a bearing on other Tenderers approach to tendering for the contract. For the avoidance of doubt any request of this nature shall be treated as any other clarification request.
- C.62 Tenderers should communicate to the Authority, when submitting any such change, whether or not the request is of a commercially confidential nature. As per paragraph C56 the Authority will exercise sole discretion in this matter
- C.63 Only changes that have been requested and agreed within the clarifications process and timescales shall be included within the contract issued at the conclusion of the tender process. Tenderers should note that the authority will automatically reject any requests which change the nature of the contract in the favour of a particular tenderer.

**Modification and Withdrawal**

- C.64 Tenderers may modify their Tender prior to the Deadline by giving notice to the Authority in writing or via electronic submission to: **Keith Grossett, Senior officer: Capital Development and Procurement**, Council of the Isles of Scilly, Town Hall, St Mary's, Isles of Scilly, TR21 0LW or e-mail **Keith.Grossett@scilly.gov.uk** No Tender may be modified after the Deadline for receipt.
- C.65 The modification notice must state clearly which element of the tender requires modification, the current text or numerical information that is to be amended and the words or numerical information to be inserted in their place. The modification notice must state clearly how the Authority should implement the modification and must be submitted in accordance with the provisions of paragraph C35 and C36.
- C.66 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a contract. The notice to withdraw the Tender must be in writing and sent to the Authority by recorded delivery or equivalent service and delivered to the Authority at the address set out in paragraph C1.

**Right to Reject/Disqualify**

- C.67 The Authority reserves the right to reject or disqualify a Tenderer where:
- C.67.1 the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or

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- C.67.2 the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest and/or the Tender process; and/or
- C.67.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

**Right to Cancel, Clarify or Vary the Process**

- C.68 The Authority reserves the right to:
  - C.68.1 amend the terms and conditions of the Invitation to Tender process,
  - C.68.2 cancel the evaluation process at any stage; and/or
  - C.68.3 require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

**Customer References**

- C.69 Unless Authority may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited.

**Notification of Award**

- C.70 The Authority will notify the successful Tenderer(s) of their award of the contract in writing as per paragraph D.21 in this Invitation to Tender.

**Debriefing**

- C.71 Following the conclusion of the Contract, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Authority in writing that they wish to be debriefed. The Authority will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.

**Statement of Compliance**

- C.72 A Statement of Compliance can be found as part of Schedule 1: Form of Tender. This will be used by the Authority for checking the completeness of all returned Tenders. Tenderers shall ensure a response is provided for each item listed on the Statement of Compliance. Failure to do so may result in the Tenderer being disqualified from the award process.

## Section D: Response, Submission and Evaluation

### Required Response Format

- D.1 **An Executive Summary** – highlighting the key elements of the proposed approach and commercial matters.
- D.2 **Meeting the Specification** (understanding the aims and issues of the project) (30%)
- D.2.1 Tenderers should demonstrate their understanding of the project, their role, and how they can support the aims of the Authority. (5%)
- D.2.2 Tenderers should identify the key issues for the project, and how they will address these. Risk and issue registers should be provided. (10%)
- D.2.3 Tenderers must describe the methodology they will apply to meet the specification of the project, by submission of the required **Tender Stage Method Statements**. (10%)
- D.2.4 Tenderers should describe three recent projects (within the last five years) where they have provided similar services in the public sector. (5%)
- D.3 **Quality & experience of staff proposed for the project**
- D.3.1 Tenderers should provide CVs of the key members of staff that will be assigned to work on this particular project. (10%)
- CVs should be structured to include the following information;
- Brief profile summarising experience and background
  - Current position within organisation
  - Details of qualifications and professional memberships held
  - Details of previous assignments/projects worked on during the last 3 years including details of the clients, type of project, services provided and roles/responsibilities (and that people have a sound understanding of issues related to the public sector).
  - Please indicate how you would deal with the situation should any of these staff become unavailable during the execution of the works.
  - In their response to this section, tenderers should set out any assumptions that they have made in arriving at their fixed price.

**Total – 40%**

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**Scoring Methodology:**

The tender submissions will be assessed using the scoring methodology below. If a tender submission receives a fail then the tender will not be considered further and will be rejected on the ground that the appointment would present too great a risk to the delivery of the contract.

Score	Assessment
0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

**D.4 Cost Value for Money (VfM))**

D.4.1 Tenderers should complete the Pricing Document in Appendix B.

D.4.2 For clarity, all tender price submissions will be judged on their total price and the individual price elements will not be used to determine the successful proposal.

D.4.3 In their response to this section, tenderers should set out any assumptions that they have made in arriving at their fixed price. Specifically excluded items should also be identified.

**Total – 60%**

**Scoring Methodology:**

The Authority will evaluate the **Total Fixed Price** (Entry in Annex B: Pricing Document v1) of each provider to determine the Price scores. The Authority uses a graduated mean weighted average system in determining the relative scores awarded. This process is conducted through a spreadsheet formula which operates as follows:

- All tenderers Price submissions are summed and a mean average price is established.

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- The mean average price constitutes the value at which 50% of the available score for price is met. For example, if the mean average of all the prices was £150,000 any individual submission equalling this value would achieve 50% of the Price weighting (in this tender 60%). In this example the score awarded to such a submission would be 30% (50% of a total of 60 = 30%)
- The formula identifies tenderers proximity to this 50% benchmark value and awards, on a graduated basis, relatively higher marks are awarded for those submission whose price is lower than this benchmark (reflecting better price offered to the Authority) and relatively lower marks are awarded for those submissions whose price is higher than this benchmark.
- Mathematically the process used can be expressed as
  - Mean Average/Price submission \*0.5
  - As an example, two tenders are received and the prices of these tenders are £100,000 and £200,000. This generates a mean average of £150,000. The calculation is applied to the price submission with the following result:
    - Tender 1 -  $150,000/100,000 * 0.5 = 0.75$
    - Tender 2 –  $150,000/200,000 * 0.5 = 0.375$
  - The values generated for Tenders 1 and 2 (0.75 and 0.375) are then applied to the overall Price weighting for this section (in this tender 60%) to generate the final price scores for the respective tenders. This can be expressed mathematically as:
    - Tender 1 –  $60\% \times 0.75 = 45\%$
    - Tender 2 –  $60\% \times 0.375 = 22.5\%$
  - For clarity, the final Price score for Tender 1 and 2 are respectively 45% and 22.5%.

### Documents to Complete and Sign

- D.5 In addition to providing written responses to sections D1 to D5, the following documents need to be completed and signed.
- Annex A - Standard Selection Questionnaire (to complete, sign and return with tender)
  - Annex B - Specification and Pricing Document (to complete, sign and return with tender)
  - Annex C Certificate of Bona Fide Tender (to complete, sign and return with tender)
  - Expression of Interest Proforma (to complete, sign and return as soon as possible)

### Submission of Tenders

- D.6 Tenders should be submitted in accordance with paragraphs C.28 to C.41

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### Evaluation of Tenders

- D.7 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.
- D.8 The successful tenderers will be selected on the basis of the most economically advantageous proposal, having regard to the evaluation criteria specified below. The Authority shall not be bound to accept any proposal received or to award any contract pursuant to this Invitation to Tender.

### Evaluation Process

- D.9 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.
- D.10 Following the closing date for receipt of tender, the Authority will evaluate all the tenders. A decision on the appointment is expected to be made on **xx/xx/xxxx**. Following the decision there will be a standstill period before the execution/signature of the contracts. An opportunity for debriefing unsuccessful tenderers will be made available.
- D.11 The successful tenderers will be selected on the basis of the most economically advantageous proposal, having regard to the evaluation criteria specified below. The Authority shall not be bound to accept any proposal received or to award any contract pursuant to this Invitation to Tender.
- D.12 Tenders will be evaluated by applying a weighting of:  
**40% in respect of the evaluation for quality;**  
**60% in respect of the evaluation for price**
- D.13 The sub-criteria and weightings in respect of the evaluation of the required services are as follows:

TABLE 1: HIGH LEVEL EVALUATION CRITERIA FOR SELECTION OF PROVIDERS	
CRITERION	Weight
Meeting the Specification (understanding the aims and issues of the project), including Tender Stage Method Statements and track record	30%
Quality and experience of staff proposed for project	10%
Cost (VfM), taking account of resources and overall cost structure.	60%
<b>Total</b>	<b>100%</b>

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- D.14 The Tenderer awarded the Contract will be, in the opinion of the Authority at the conclusion of the evaluation, the tenderer most economically advantageous Tender(s) to the Authority having regard to the award criteria set out in table 1 above.

**Award of Contract**

- D.15 The Authority will inform all Tenderers in writing of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Tenderer.
- D.16 All unsuccessful Tenderers will be provided with an “unsuccessful letter” in writing at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:
- the award criteria;
  - the score of the Tenderer;
  - the name of the successful Tenderer/s
  - the score for the successful Tenderer/s.
- D.17 Unsuccessful Tenderers will be able to seek a debrief in accordance with paragraph C.71 and C.72.

## **Section E: Scope of Services**

**Please refer to the project brief included with the ITT in the tender pack.**



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## **Section F: Draft Contract**

**Please see draft contract within the tender pack**