

INVITATION TO TENDER

FOR

ARCHAEOLOGY ADVICE

ON PLANNING ISSUES

SECTION 1 – Information & Instructions to Participants

Introduction

Boston Borough Council (the Council) intends to let a contract for archaeological advice to the Council’s Planning department relating to relevant planning applications. Tenders are invited from suitably qualified and experienced organisations.

Standard Selection Questionnaire

Included with this document is a selection questionnaire. The questionnaire must be fully and accurately completed and returned in the same envelope as the tender. Tenders will only be considered if the responses in the bidder’s Selection Questionnaire meet the minimum standard.

To meet the minimum standard, you must: -

1. complete the form fully,
2. not have been involved with any of the offences that give rise to Mandatory Exclusion (Section 2),
3. not have been involved with any of the offences that give grounds for Discretionary Exclusion unless you are able to provide sufficient evidence of “self-cleaning” (Section 3)
4. provide information that demonstrates that your organisation is of good financial standing (Section 4),
5. answer Section 5, if applicable
6. provide at least one reference for which your client is able to confirm satisfactory quality and delivery and provide satisfactory responses to questions 6.2, 6.3 and 6.4 (Section 6),
7. answer section 7,
8. be able to answer “Yes” to all of the additional questions in Section 8.

Contract Timescale

The contract will start as soon as possible after completion of the tender exercise and it will run for an initial period of three years. There will also be provision for an extension of up to two further years.

Queries

This tender is administered by the officer below, who is based at the Borough Council of King’s Lynn & West Norfolk. Any queries regarding the competition process, the proposed Contract, or the Specification should be addressed to: -

Tony Hague, Procurement Officer

E-mail: [procurementtenders@west-norfolk.gov.uk](mailto:procurementtenders@west-norfolk.gov.uk)

Any queries that may have a material effect on the costing of the responses will be circulated to all applicants along with the Council’s response. Queries received less than a week before the closing date may not be answered. If a query gives rise to the need for an amendment to the original documents an extension to the closing date may be made, in which case all parties will be notified simultaneously.

Submission of Tenders

Tenders may only be submitted on the Tender Response Form (Section 3 of this document) and they should be accompanied by the Non-Collusion Certificate on page 9. They must be delivered in a plain envelope bearing nothing, such as franking marks, to indicate the identity of the sender. Please remember that some Royal Mail services, such as Special Delivery, require the sender’s name on the envelope which is not acceptable. Electronic submission is not acceptable.

The address label “TENDER DOCUMENTS”, in Section 4 of this document, should be attached to the envelope. **The tender must arrive by 12.00 noon on 27 April 2017.**

The Council may, after the opening of the tenders, enter discussions or post-tender negotiations with any participant.

Notification of Interest

If you are preparing a tender in response to this invitation document please ensure that your organisation has registered your interest by emailing [procurementtenders@west-norfolk.gov.uk](mailto:procurementtenders@west-norfolk.gov.uk). Without that notification we will be unable to send you any additional or corrected information that is circulated in response to queries received from other participants in the process.

Tender Evaluation

The tenders will be evaluated on the basis of the most economically advantageous offer. The offers will be evaluated on the following criteria: -

1) Cost - 60%

a] Fixed Annual Fee 50%

b] Hourly Rate 5%

c] Daily Rate 5%

2) Understanding of the Project Brief (proposed methodology for service delivery) - 40%

Contract Award

The Council does not undertake to accept any offer made. However, assuming that the process is successful, the Council will notify all participants simultaneously about the intended award.

On completion of the tender evaluation, the successful contractor will be issued with an official Purchase Order which will be subject to the Council’s standard Conditions of Purchase. The order together with this Invitation to Tender and other tender documents will form the basis of the contract.

Freedom of Information Act 2000

#### The Freedom of Information Act (FOIA) came into force on 1st January 2005 and established a general right of access to all types of 'recorded' information, including public contracts and procurement activity held by the Council, subject to certain conditions and exemptions. Accordingly, all information submitted may need to be disclosed in response to a request under the Act.

This means that the Council is obliged under the Act to release certain information about its suppliers into the public domain within certain limits and according to relevant exemptions. The main exemption relevant to procurement is commercial interests, which means trade secrets and information likely to prejudice the commercial interests of any person (including the Council) holding it.

If you consider that any of the information in your tender is commercially sensitive, please explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should also be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked "confidential" or equivalent by the Council should not be taken to mean that we accept any duty of confidence by virtue of the marking.

If a request is received, the Council may also be required to disclose details of unsuccessful tenders.

Government Transparency Policy

The policy of central government is that all local authorities should be completely transparent about what they spend taxpayers’ money on and who that money is spent with. Therefore, you should be aware that if you are successful in obtaining this contract, or any other business, with the Council, details of all payments over £250 will be published on the Council’s website.

The Council will also publish, on a quarterly basis, information on contracts let and purchase orders issued over £5,000 in value.

SECTION 2 – Specification

**Archaeological Advice Services**

This contract aims to provide an Archaeological Advice service for the Council on all archaeological matters relating to Development Control, Policy and Forward Planning.

* To be the first point of contact for applicants/agents for expert advice and assistance on all archaeological matters relating to development.
* To provide advice and assistance to applicants or potential applicants on archaeological matters relating to preplanning enquiries and relay the details of such enquiries to the Council when they are received.
* To represent the Council at relevant meetings to present reports or findings to partners. (Maximum of 4 meetings per annum)
* To monitor the weekly list of planning applications, and using the Historic Environment Record (HER), parish files, historic maps and any other relevant resources, identify where proposed development may impact areas of archaeological potential. Recommend an appropriate course of action in response and advise the Council accordingly. To provide that advice within 21 days from weekly list publication.
* To check developers’ specifications for the design and implementation of archaeological works and to provide advice on specification preparations where needed; check and recommend a response to archaeological reports and informs the Council accordingly.
* To assist and liaise with the Council on the preparation of policy documents relating to archaeological matters.
* To keep records of all activities carried out as part of this service and to submit statistics every 6 months to the Council on archaeological planning activity.
* To compile the archaeological and historical elements of reports relating to hedgerow removal applications.

**Additional Services**

* In the case of disputes or planning appeals, the contractor is to represent the Council by providing written evidence and attending informal hearings and Public Inquiries as necessary. (this will be paid for separately based on tendered hourly or daily rates)

The Council will provide the following: -

* A copy of the weekly list of planning applications in electronic format.
* Requests to agents/applicants for details of, amendments, etc or to arrange or participate in meetings where necessary.
* Where an application is scheduled for a decision and the ‘Authority’ database indicates that archaeological comment is still awaited, to check with the contractor regarding the reason for a non-response.

**Transfer of Undertakings (Protection of Employment) (TUPE)**

The existing Contractor has one member of staff employed on the provision of this service. The member of staff concerned is a fulltime employee of the existing contractor and it is our belief that, as the work done on our contract does not account for a significant proportion of the employees time, TUPE will not apply.

SECTION 3 – TENDER RESPONSE FORM

CONTRACTOR’S NAME…………………………………………………………………………

CONTRACTOR’S ADDRESS…………………………………………………………………..

………………………………………………………………………………………………..

CONTACT NAME………………………………………………….

CONTACT PHONE No …………….………………… EMAIL ……………………………

***PRICES MUST BE IN £ STERLING AND EXCLUDE VAT***

Fixed Annual Fee for the archaeological advice services

(as described in the specification) £ ………………. per annum

**Both the hourly and daily rate must cover all travelling and mileage. Accommodation shall not be included. We will only pay the hourly or daily rates tendered.**

Hourly Rate for site visits or meeting at Council offices £ ………………. per hour

Daily Rate for Public Inquiries £ ………………. per day

Statement demonstrating understanding of the brief

and how you intend to deliver the service attached? (max. 3 sides of A4)

YES / NO

Signed ……………………………………….… Position …………………………

Print Name …………………………………… Date ……………………………

**CERTIFICATE OF NON-COLLUSION/ PREVENTION OF CORRUPTION**

***(To be signed and returned with the Form of Tender)***

I/ We certify that:

a)    The prices, specifications and all matters relating to the enclosed Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, specifications and all other matters, with any other person or Organisation;

b)   Unless otherwise required by law, the prices and other information which have been submitted in the Tender have not knowingly been disclosed, directly or indirectly, to any other person or Organisation, nor will they be so disclosed;

c)    No attempt has been made or will be made to induce any other person or firm to submit or not to submit a Tender nor to withdraw or amend a Tender which has either already been or is intended to be submitted for the purpose of restricting competition;

d)    No attempt has been made directly or indirectly to canvass any Councillor or employee of the Borough Council of King’s Lynn and West Norfolk or anyone acting on its behalf concerning the award of the contract which is the subject of this Invitation to Tender.

In addition, no person acting on behalf of or representing the Company has:

a)   offered, given or agreed to give to anyone any inducement, gift or reward in respect of this or any other Council contract (even if I/ we do not know what has been done);

b)   committed an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.

c)   committed any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees. I/ we accept that any clause limiting my/ our liability shall not apply to this clause.

I understand that the Council may cancel the contract with me/ the Company if there is evidence of any failure on my/ our part to comply with any of the above and, if necessary, take legal action against me.

**Signed:**

**Name:**

**Date:**

**Position:**

SECTION 4 – Return Address Label

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**TENDER DOCUMENTS**

ARCHAEOLOGICAL ADVICE SERVICES

**contract:**

**to be received no Later than**

27 APRIL 2017

**12 noon on**

**AT THE ADDRESS SHOWN BELOW:**

**PHIL PERRY,**

**BOSTON Borough Council,**

**MUNICIPAL BUILDINGS,**

**WEST STREET,**

**BOSTON,**

**LINCOLNSHIRE**

**PE21 8QR**

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