

Council of the Isles of Scilly

**INVITATION TO TENDER**

Adaptive Scilly, design and build of demountable flood defence structures.

CIOS Contract Notice Reference Number: **CIoS220923**

DATE OF ISSUE: **30 September 2022**

**Contents**

[Section A: Introduction 4](#_Toc232483192)

[Section B: Background 5](#_Toc232483193)

[Section C: Instructions to Tenderers 6](#_Toc232483194)

[Section D: Response, Submission and Evaluation 16](#_Toc232483195)

[Section E: The Scope of works 25](#_Toc232483196)

Section F: Draft contract: JCT Design and Build 2016

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| **Contract Opportunity Summary** | | | |
| Contract Name: | Adaptive Scilly, design and build of demountable flood defence structures. | **Date of Contract Notice sent/ITT Available** | 30/09/2022 |
| **Our Contract Ref:** | CIoS220923 | **Date of Supplier Visit / Information Day** | 12/10/2022 |
| **Contract Type:** | Works | **Clarifications Period** | 13/10/2022 |
|  |  | **Tender Return Date/Time** | 28/10/2022 16:00 |
| **CPV Codes:** | 4524000 Construction work for water projects  45243000 Coastal defence works | **Tender Opening** | 1/11/2022 09:00 |
| **Place of Delivery:** | Isles of Scilly | **Evaluation Period** | 1/11/2022 – 3/11/2022 |
| **Estimated Contract Value:** | £350,000 | **Date of Notification** | 4/11/2022 |
| **Tender Type:** | Sub threshold - Open Procedure  Most Economically Advantageous Tender (Price/Quality) | **Earliest Date Contract Awarded** | 7/11/2022 |
| **Tender Response Requirement** | Quality response D1 – D4  Price Response  Appendix A – Qualitative Selection Document | **Anticipated Contract Commencement:** | 14/11/2022 |
| **Quality/Price Ratio:** | Quality 30%  Price 70% | **Anticipated Contract Completion** | 26/5/2023 |

# Section A: Introduction

## The Council of the Isles of Scilly is looking for a Provider or Providers to be appointed for the supply of demountable flood protection equipment, as specified in the Council’s Contract Notice Reference Number: **CIoS220923**

## This is a below threshold level works contract being procured under the Open Procedure.

## Section B provides some Background to the Contracting Authority and the Isles of Scilly.

## Section C contains the Instructions to Tenderers and sets out the conditions of this ITT.

## Section D provides details on the required response format and explains the evaluation process.

## Section E contains the Scope of works.

## 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 award criteria and weightings detailed in Section D, Clause D1 to D5.

## 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 provider non-compliant their submission will be de-selected and the next highest scoring tender will become the successful provider

# Background

# Geographical Location

### The Council of the Isles of Scilly is unique in terms of its geographical location, its constitution, history and community and the broad range of services that it delivers.

## Situated 28 nautical miles southwest of Lands-End, Cornwall, the Isles of Scilly consists of 5 inhabited islands, with an approximate total population of 2,203 (2011 census). The majority of residents live on St Mary’s, the biggest of the islands, with resident populations on 4 of the off-islands of St Agnes, Bryher, Tresco and St Martin’s.

## 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.

## The economy of the islands is dominated by tourism and agriculture which leads to seasonal fluctuations in both population and waste and recycling production**.**

# The Council of the Isles of Scilly

## The Council of the Isles of Scilly is the most southwest unitary local government authority in the UK. Employing approximately 200 members of staff and delivering a wide array of services across the islands including adult and children’s social care, waste management, highways and operational services, housing and environmental health, planning and development, registration of births, marriages and deaths, coastal-defences, sea fisheries, health and safety and emergency planning.

## The Council also operates St Mary’s Airport, central to the local economy and the 10th busiest regional passenger airport in the United Kingdom.

# Instructions to Tenderers

## **General**

## 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 [procurement@scilly.gov.uk](mailto:procurement@scilly.gov.uk) if you have any doubt as to what is required or will have difficulty in providing the information requested. In his absence the email address will be checked by his colleagues to ensure that a swift response to any questions raised by tenderers is delivered.

## 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.

## 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.

## 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.

## 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.

## The Authority shall not be committed to any course of action as a result of:

* + 1. issuing this ITT or any invitation to participate in this procurement exercise;
    2. an invitation to submit any Response in respect of this procurement exercise;
    3. communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise; or
    4. any other communication between the Authority and/or any relevant OCB (whether directly or by its agents or representatives) and any other party.

## 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.

## 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

## Subject to the exceptions referred to in paragraph C10, the contents of this ITT are being made available by the Authority on condition that:

* + 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;
    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;
    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
    4. Tenderers shall not undertake any publicity activity within any section of the media.

## Tenderers may disclose, distribute or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another person provided that either:

* + 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
    2. The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
    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
    4. The Tenderer is legally required to make such a disclosure.

## 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.

## 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 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).

* + 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

## 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.

## In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

* + 1. Clearly identify such information as commercially sensitive;
    2. Explain the potential implications of disclosure of such information; and
    3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

## 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.

## 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

## Your Tender should remain open for acceptance for a period of 90days. A Tender valid for a shorter period may be rejected.

Timescales

## The proposed procurement timetable is as set out in the introduction to this document.

Authority’s Contact Details

## 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 officer named in paragraph C.1 above.

## All communications should be clearly headed **Invitation to Tender for CIoS220923** and include the name, contact details and position of the person making the communication.

### 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

## 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 [procurement@scilly.gov.uk](mailto:procurement@scilly.gov.uk).

* 1. Where appropriate, tenderers will be advised of the address of their SharePoint file folder for the receipt of tender documents.

## In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate such via email to [procurement@scilly.gov.uk](mailto:WasteDisposal@scilly.gov.uk) stating the reasons why they do not wish to participate further.

Preparation of Tender

## 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.

## 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.

## The Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider 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.

## 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 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. Where tenderers fail to undertake investigations or fail to seek appropriate advice into their own proposed delivery model, the liability for any impacts will rest with the Tenderer.

Tenderers should, in developing their methodologies seek the advice, and where necessary, permissions of all relevant authorities with whom they intend to interact during the delivery of the project and ensure that all associated costs associated with any such permissions are included within their tender submission.

Submission of Tenders

## 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.

## The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders.

## Any extension granted will apply to all Tenderers.

## Tenderers must submit:

* + 1. **one unpriced electronic copy** of their Tender (i.e. excluding the response to section D.5).
    2. **One priced 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.
  1. The original and the copies must be formatted to A4 paper, single line spaced, in Arial with a minimum size 11 font and securely bound and signed by the Tenderer’s authorised representative.

## In line with Government objectives to achieve ISO14001:2015 (Environmental Management Systems), the Authority asks that you do not include any of the following with your Tender:

* + 1. Any lever arch folder or ring binder;
    2. Any extraneous information that has not been specifically requested in the ITT
    3. Any sales literature
    4. Any additional terms and conditions.

## In relation to the submission of electronic copies, Tenderers should note that they are not to email copies of the tender to the authority and any emailed submissions will be deleted without consideration.

## Therefore, electronic copies must be **uploaded to your allocated SharePoint folder**

## The Tender and any documents accompanying it must be in the English language.

## 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.

## 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 **“Tender for CIoS220923”** 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 at its SharePoint folder by no later than 16:00 on 28/10/2022**. 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.

## Tenders delivered by hand must be received at the reception desk at the address above by **24/10/2022 the Deadline)**. Envelopes and packages should not bear any reference to the Tenderer by name but should include a reference to the contract reference number.

## 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.

## The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

## 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 ESPD this may lead to disqualification of the Tenderer from the Tender process.

Canvassing

## 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

## 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.

## Neither the Authority, nor any relevant OCBs nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

* + 1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
    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.

## 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.

## Any Agreement concluded as a result of this ITT shall be governed by English law, and enforceable under the exclusive jurisdiction of the English Court.

Collusive Behaviour

## Any Tenderer who:

* + 1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
    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
    3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
    4. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
    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,
    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

## 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**

## 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 as amended in accordance with any clarifications requests accepted during the tender period by the Authority which effect the Agreement. 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

## The Authority shall be under no obligation to accept the lowest or any Tender.

Queries Relating to Tender

## 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.

## 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.

## Clarification requests can be submitted via e-mail to [procurement@scilly.gov.uk](mailto:procurement@scilly.gov.uk) from 21/9/2022

## No further requests for clarifications will be accepted outside of the period referenced in the table at page 3 or, where applicable, the date or time as amended and communicated to tenderers either by email or reissue of the ITT.

## In order to ensure equal 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.

## 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:

* + 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
    2. request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

## 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 not 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

## 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 14/10/2022. 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

## Any Tender received at the designated point after 16:00 on 24/10/2022 will be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

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 52 through C.58.

## 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.

## 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 C57 the Authority will exercise sole discretion in this matter

## Only changes that have been requested and agreed within the clarifications process and its 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 changes the nature of the contract in the favour of a particular tenderer and that any terms and conditions, however included in the tenderer’s submissions, will be automatically rejected where these have not be agreed by the Authority in accordance with the clarification process.

Modification and Withdrawal

## Tenderers may modify their Tender prior to the Deadline by giving notice to the Authority in writing 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. No Tender may be modified after the Deadline for receipt.

## 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 should clearly specify how the Authority should interpret and implement the modification and must be submitted in accordance with the provisions of paragraph C36 and C37.

## 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 email to [procurment@scilly.gov.uk](mailto:procurment@scilly.gov.uk) .

Right to Reject/Disqualify

## The Authority reserves the right to reject or disqualify a Tenderer where:

* + 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
    2. the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest and/or the Tender process; and/or
    3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.
    4. The tenderer fails to meet the selection criteria, including the mandatory exclusion criteria or the discretionary criteria, and is unable to “self-clean” to the satisfaction of the Authority.

Right to Cancel, Clarify or Vary the Process

## The Authority reserves the right to:

* + 1. amend the terms and conditions of the Invitation to Tender process,
    2. cancel the evaluation process at any stage; and/or
    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

## The 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, Standstill and Contracting

## The Authority will notify all of the Tenderers of its intention to award of the contract. This notification will be formatted in same way as that identified in Regulation 86 of the Public Contract Regulations 2015 and shall be issued via email.

## Tenderers should note that a stand still period applies to this tender as it is over threshold.

## Not Used

## Upon notification, the Authority shall commence discussions with the successful tenderer with a view to setting an inception meeting, completing the contracting process and commencing delivery of the contract.

# Response, Submission and Evaluation

Required Response Format

## This section sets out the required structure of the Tender. There are no specific word limits, however Tenderers should ensure that responses are relevant and proportionate to the questions being addressed.

Tenders will be evaluated on the basis of 30% Qualitative assessment, 70% Cost

Please Return

Tenderers are required to return with their submission:

* **A completed version of Appendix A: Standard Selection Questionnaire**

## **A response to both the D1 and the D2 Award Criteria**

* **A priced response using the Pricing template (D3)**

Qualitative assessments will be scored against the following matrix:

**Scoring Methodology:** The tender submissions will be assessed using the scoring methodology below.

|  |  |
| --- | --- |
| Assessment | Score |
| Very Poor – Submission fails to demonstrate the required understanding/knowledge/information requested | 1 |
| Poor – Submission provides limited evidence of meeting the projects objectives, aims or the requirements of the Council. | 2 |
| Satisfactory – Submission demonstrates an adequate understanding of the project and/or the requirements of the Council | 3 |
| Good – Submission demonstrates considerable evidence of meeting or exceeding the project objectives, aims or requirements of the Council. | 4 |
| Very Good – Submission demonstrates clear evidence of significantly exceeding the project objectives, aims or requirements of the Council | 5 |

## An **Executive Summary** – highlighting the key elements of the proposed approach and commercial matters. (0%)

## **Qualitative Assessment (30%)**

## The Council needs to understand the potential providers approach to delivering the contract and readiness of the proposed approach to deliver the requirements at or close to the point of award.

* (20%) An overview of the providers proposed methodology for delivering the contract which should include but not limited to; (Max 1 side of A4 per heading).
  + *Details of proposed approach to hydraulic design*
  + *Details of proposed approach to engineering design*
  + *Details of licensing/permits required for the works, and how these will be obtained*
  + *Details of the proposed schedule and methods of installation for each site*
  + *Innovation*

## (5%) An overview of the providers proposed methodology for reducing its impact on the environment and other matters that are referenced in CEEQUAL assessments, which should include but not limited to: (Max 1 side of A4 per heading)

* *A copy of the contractors Carbon Reduction / Environmental Policy*
* *How the contractor will assist the Council in reaching its 2030 net zero carbon goal*
* *How the Contractor is reducing its own impact on the environment* 
  + *Carbon emissions (marine and road haulage)*
  + *Waste reduction (including packaging waste)*
  + *Fuel consumption and journey planning*
  + *Paper consumption*
  + *Nature & biodiversity*
  + *Any other significant matters referenced in CEEQUAL and contractor’s proposed activities to manage them*

## (5%) CVs and relevant experience of proposed team completing the work (Max 2 sides of A4 per person)

## **Price (70%)**

* + 1. Tenderers should complete the enclosed spreadsheet showing their preliminary costs and prices per site to complete the works and a total contract price for the purposes of tender evaluation. This price should include all expenses, including delivery and storage prior to installation on the islands, but exclude VAT.

**Scoring Methodology:**

The Authority will evaluate the Total Price (bottom box in each of the above tables) 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.
* 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 for those submission whose price is lower than this benchmark (reflecting better price offered to the Authority) and relatively lower marks 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% x 0.75 = 45%
    - Tender 2 – 60% x 0.375 = 22.5%
  + For clarity, the final Price score for Tender 1 and 2 are respectively 45% and 22.5%.
    1. Tenderers should set out any assumptions that they have made in arriving at their fixed price taking into account their due diligence information and industry knowledge. Where these assumptions are capable of being clarified by the Authority within the tender process a clarification request should be made in accordance with the clarification process outlined at C 52 – C 58. Where any assumptions listed in response to this item could have been clarified by the tenderers supply chain or by other third parties on which the tenderer may be reliant, the Authority will have expected the tenderer to have clarified these assumptions, in so far as is reasonably possible, as part of the tenderers due diligence. In responding to this item tenderers should:
       1. State the assumption
       2. Quantify the impacts of the failure of the tenderers assumption on the performance, cost and programme of the contract.(If any)
       3. Identify any measures that can be undertaken to mitigate these impacts
       4. State the likelihood of the failure of the assumption the Authority shall accept no responsibility for any activities that are reasonably foreseeable by a diligent contractor.
    2. Tenderers should set out any items that they have specifically excluded from the costs provided in response to D 5.1. The Authority expects the contractor to have used due diligence, its skills as a waste contractor and best judgement in deciding to exclude these items. Therefore, the Authority does not expect items that are intrinsically required to deliver the tenderers methodology to be included in the tenderers exclusions and the likelihood of the tenderer drawing on these items should be low.
    3. Assumptions or the exclusions included by a tenderer should not be used to introduce terms and conditions to the contract. Any terms and conditions introduced in this section that have not be agreed following a clarification request will be ignored by the Authority. Contractually this clause shall have the effect that the tenderers submission will be taken as submitted but as if without any terms and conditions inserted by the Tenderer unless otherwise agreed through the clarification process. Genuine assumptions and exclusions shall be noted by the Authority.
    4. Tenderers should note that the Public Contract Regulations impose strict restrictions on the tendering of above threshold contracts and that the Authority cannot negotiate with contractors when using the Open Procedure. Furthermore, modifications of the contract post award are limited to those allowable under Regulation 72 of the PCR 2015.

Documents to Complete and Sign

## In addition to providing written responses to sections D1 to D5, the following documents need to be completed and signed.

Annex D: Expression of Interest Form - Please return during the tender process to enable the Council to update you as required.

Annex A – Standard Selection Questionnaire – To be returned with tender response

Annex C-Certificate of bona fide tender, - to be returned with tender response

**Submission of Tenders**

## Date for return of tenders:

### **16:00 GMT on 28/10/2022**

## Tenderers must submit:

* one original **priced** copy of their Tender
* one **unpriced** copy of their Tender; and
  1. The original and the copies must be formatted to A4 paper, single space, in Arial with a minimum size 11 font and securely bound and signed by the Tenderer’s authorised representative.
  2. Tenderers may include a covering letter with their tender but this should not introduce any caveats or terms that change the offer as articulated in their tender response.

## Appendices may be included within your tender submission for relevant information relating to the tender response requirements. Where these appendices form part of the response to one of the above quality or price award criteria the appendices should be referenced in the response to each criteria to which they relate. Evaluators cannot assume a relationship between the response provided and an appendix and therefore where appendices are included but are not referenced in the text these may not be considered in the manner foreseen by the Tenderer.

* 1. Unsolicited materials, for example flyers, general marketing and company literature, that do not specifically relate to the award criteria response should not be included. Unsolicited items will not be considered at all by evaluators.

## Tenderers general terms and conditions should not be included and will be rejected.

## The mechanics of Tender submission are set out in paragraphs C.29 to C.42.

Evaluation of Tenders

## The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

## 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 to all tenderers on 4**/11/2022**.

## The successful tenderer(s) will be selected on the basis of the most economically advantageous proposal, having regard to the evaluation criteria specified in this ITT. The Authority shall not be bound to accept any proposal received or to award any contract pursuant to this Invitation to Tender.

## Tenders will be evaluated by applying a weighting of:

30% in respect of the evaluation for quality (made up of the sub-criteria identified at D1 to D2)

70% in respect of the evaluation for price (made up of the sub criteria at D3)

## The sub-criteria and weightings in respect of the evaluation of the services are outlined in D1-D2.

## A Tenderer(s) will be awarded a Contract, who, in the opinion of the Authority at the conclusion of the evaluation, offers the Most Economically Advantageous Tender to the Authority having regard to the total score of the award criteria set out in D1-D5 i.e. the summed total of the scores for all the award criteria/sub-criteria. Prior to awarding the contract the Authority shall undertake checks on the selection phase information (Annex A: Standard Selection Questionnaire) to ensure that there are no reasons why this contract should not be awarded to the Tenderer(s). Supplementary information including the “means of proof” may be requested to ensure that the statements made are accurate. Where required “self-cleaning” information may be requested from the tenderers in question.

## If a tenderer fails the selection phase requirements, including being unable to adequately “self-clean”, the Authority will be unable to award the contract to that contractor and they will be deselected from the tender evaluation process. In terms of the effect of this situation on the evaluation process, the evaluation process would appear as if the Tenderer had never submitted a tender and the Authority would seek to award the contract to the Tenderer which then presents as offering the Most Economically Advantageous Tender.

Evaluation Process

## The evaluation process will feature some, if not all, the following phases:

|  |  |
| --- | --- |
| **TABLE 2: EVALUATION PROCESS** | |
| Phase 1 | Independent Evaluation of Tender Responses |
| Phase 2 | Moderation of Scores and Consensus Scores based on the mean average of the Independent Evaluations |
| Phase 3 | Identification of the Most Economically Advantageous Tender |
| Phase 4 | Verification of the Selection Phase Response – Appendix A: Standard Selection Questionnaire (Successful Tenderer(s) only) |
| Repetition of Phase 3 and 4 in the event of de-selection | |
| Phase 5 | Notification of Successful and Unsuccessful Tenderers |

Award of Contract

## The Authority will inform all Tenderers in writing via email of its decision to award the contract.

## All Tenderers will be provided with the following information (in so far as it applies to their tender):

* the criteria for the award of the contract (D1 – D3 above);
* the reason for the decision, including the characteristics and relative advantages of the successful tender, the score (if any) obtained by -
  + - the Tenderer in receipt of the notice;
    - the Tenderer to be awarded the contract

# The Scope of Works

See “Specification - demountables design and licensing.docx”.

# Section F: Draft Contract