



# COUNCIL OF THE ISLES OF SCILLY

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## INVITATION TO TENDER FOR

Provision of 1 x Rigid Inflatable Boat for IoS IFCA

Contract Reference Number: IRIB 182003

DATE OF ISSUE

26<sup>th</sup> July 2018

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: IoS IFCA Boat Specification and Pricing Document v1 (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)
- Annex E: Existing pot hauler pictures

<b><u>Contract Opportunity Summary</u></b>			
<b>Contract Name:</b>	Provision of 1 x Rigid Inflatable Boat for IoS IFCA	<b>Date of Contract Notice sent/ITT Available</b>	26 <sup>th</sup> July 2018
<b>Our Contract Ref:</b>	IRIB 182003	<b>Clarifications Period</b>	26 <sup>th</sup> July 2018 – 13 <sup>th</sup> August 2018
<b>Contract Type:</b>	Goods	<b>Tender Return Date/Time</b>	16:00 Thursday 30 <sup>th</sup> August 2018
		<b>Tender Opening</b>	09:00 Friday 31 <sup>st</sup> August 2018
<b>CPV Codes:</b>	34521000	<b>Evaluation Period</b>	3 <sup>rd</sup> September – 5 <sup>th</sup> September 2018
<b>Place of Delivery:</b>	Delivery to The Ranks Building, North Arm Quay, TR18 4AH Penzance Cornwall England	<b>Date of Notification</b>	10 <sup>th</sup> September 2018
<b>Estimated Contract Value:</b>	Maximum Value of £110,000	<b>Standstill Period</b>	N.A.
<b>Tender Type:</b>	Sub Threshold - Open Procedure Most Economically Advantageous Tender (Price/Quality)	<b>Earliest Date Contract Awarded</b>	14 <sup>th</sup> September 2018
<b>Tender Response Requirement</b>	Quality response D1 – D3 Price Response - Annex B Standard Selection Questionnaire - Annex A Certificate of Bona Fide Tender – Annex C	<b>Anticipated Contract Commencement:</b>	14 <sup>th</sup> September 2018
<b>Quality/Price Ratio:</b>	Quality 60% Price 40%	<b>Anticipated Contract Completion</b>	6 <sup>th</sup> March 2019

## Section A: Introduction

- A.1 The Council of the Isles of Scilly is looking for a single Provider to be appointed for the delivery of a Rigid Inflatable Boat and trailer on the Isles of Scilly.
- A.2 This a sub-threshold goods contract being procured under the open procedure.
- A.3 [This section is not used.](#)
- A.4 Section B provides some Background to the Project, and should be read in parallel with the other documents supplied with this Invitation to Tender in the tender pack.
- A.5 Section C contains the Instructions to Tenderers and sets out the conditions of this ITT.
- A.6 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.7 Section E contains the Scope of Services.
- A.8 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 Table 1 Section D, Clause 16.
- A.9 Following evaluation of the compliant Tenders and approval of the outcome the Authority intends to appoint a single Provider.

## Section B: Background to the Project

### The Authority

- B.1 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.
- B.2 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, 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 our 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 both at a local, regional and national level.
- B.4 As with every Island authority, the Council is a major employer. It has a total of 205 staff, of which 136 are full-time and 69 work part-time, which means 30 hours or less. Central Services in the Town Hall account for 18 staff, of which 14 are full-time and 4 are part time. The rest are employed within Children's Services, the fire service, water and sewerage, as direct labour force, airport staff, in community services, tourist information and the library.
- B.5 Many Council Officers and other employees have multiple roles to try and ensure the lowest possible unit cost on staffing. In recent years the Council has actively sought to increase its corporate capacity and resilience while ensuring it continues to provide value for money in terms of human resources.
- B.6 The 2001 Census identifies the resident population on Scilly as 2,153, with 1,607 people 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: 83 residents on St Agnes, 78 on Bryher, 167 on Tresco and 113 on 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.7 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 Special Area of Conservation (EU Habitats Directive) and a Special Protection Area (EU Birds Directive).

- B.8 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.9 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 Scope of Services attached with this ITT. The Authority shall actively manage the resulting key contract activities including: contract review meetings; KPI management and analysis of management information.
- B.10 The Isles of Scilly Inshore Fisheries and Conservation Authority (IFCA) has a number of statutory duties and responsibilities to ensure that the marine environment within the district is conserved and maintained in a viable state as set out in the Marine and Coastal Access Act 2009. The IFCA district extends six nautical miles seaward from the baseline, in total comprising over 406 square kilometres of sea.
- B.11 A patrol vessel (Matt Lethbridge) is currently used for a mixture of patrol and enforcement duties around the islands. It is also used to deploy scientific equipment such as drop down and towed video cameras. As a small organisation the vessel needs to be versatile and be able to perform a number of functions in different sea and weather conditions.
- B.12 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. There are many shallow areas between the islands, but the archipelago is very exposed to storms and Atlantic swells. The IFCA at sea operations are seasonal, and take place between March and November.
- B.13 Currently the Isles of Scilly IFCA operate a 7.2 metre open Rigid Inflatable Boat (RIB) which is limited in its range and the weather in which it can be operated safely. The replacement of the current patrol vessel with a RIB which has an enclosed wheelhouse and larger aft deck would ensure that the Isles of Scilly enforcement and scientific officers are able to carry out their duties to greater effect by extending the range and conditions in which the vessel could be operated in therefore increasing the ability of the Isles of Scilly IFCA to successfully manage ongoing and future scientific and enforcement activities.

## 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 [Goods1@Scilly.gov.uk](mailto:Goods1@Scilly.gov.uk) , if you have any doubt as to what is required or will have difficulty in providing the information requested.
- 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:  
issuing this ITT or any invitation to participate in this procurement exercise;
- C.6.1 an invitation to submit any Response in respect of this procurement exercise;
- C.6.2 communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
- C.6.3 any other communication between the Authority and/or any relevant OCB (whether directly or by its agents or representatives) and any other party.
- 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.
- 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 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 in support of the Government's transparency agenda for local government, all payments to contractors for more than £500 will be declared on the Council of the Isles of Scilly website.



## 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.
- 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 90 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
26/07/18	ITT to be issued to Tenderers by the Authority
26/07/18	Clarification period opens
13/08/18	Clarification period closes

<b>16:00 GMT on 30/08/09</b>	Closing date and time for receipt by the Authority of Tenderer Responses to the ITT
03/09/2018	Evaluation of ITT Responses commences
10/09/18	Notification of proposed appointment
Not Applicable	Standstill Period Commences
14/09/18	The earliest point at which a contract will be entered into by the Council.
06/03/19	Contract to be complete

### 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. All electronic mail shall be sent to [Goods1@scilly.gov.uk](mailto:Goods1@scilly.gov.uk)
- C.20 All communications should be clearly headed **Invitation to Tender for RIB** and include the name, contact details and position of the person making the communication.
- C.21 Requests for Tender clarifications must be submitted in accordance with the procedure set out in C51 to C57 – Queries Relating to Tender.

### Intention to Submit a Tender

- C.22 Tenderers should complete the Expression of Interest pro-forma included with the ITT documentation indicating that they intend to submit a Tender and be bound by the Conditions of Tender and return it to [Goods1@scilly.gov.uk](mailto:Goods1@scilly.gov.uk) prior to the closure of the tender process.
- C.23 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should notify the Council of the Isles of Scilly by email to [Goods1@scilly.gov.uk](mailto:Goods1@scilly.gov.uk)

### 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 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 (clearly marked Master Copy);
  - C.31.2 **an electronic copy, on a USB memory stick**, of their Tender in a MS word compatible format or in .pdf format. A copy of the financial information in response to D4 should also be included in MS Excel. It should be noted that tenders **cannot** be submitted by email
- C.32 The original and the copies must be provided on A4 paper (except where the requirement of the response makes this impractical), single line spaced, in Arial with a minimum size 11 font (or equivalent) 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 or any extraneous information that has not been specifically requested in the ITT including, for example, sales literature, Tenderers' standard terms and conditions etc.

- C.34 Not Used
- C.35 The Tender and any documents accompanying it must be in the English language.
- 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 along with the exchange rate used and date on which it was applied/was valid.
- 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. **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 0LA by no later than 16:00 GMT on 30<sup>th</sup> August 2018.** Responses received after this date will not be accepted.
- C.38 Tenders delivered by hand must be received at the library desk at Porthcressa, St Mary's, Isles of Scilly, TR21 0HW by **16:00 GMT on 30<sup>th</sup> August 2018 ("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 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 the pre-qualification process. If the Tenderers circumstances have changed significantly from the position stated in the PQQ 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 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
  - 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,
- 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, 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 Section F or in such amended form as may subsequently be agreed.
- 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 paragraphs C.56 of these Instructions.
- C.52 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- C.53 Clarification requests can be submitted via e-mail to [Goods1@scilly.gov.uk](mailto:Goods1@scilly.gov.uk) from **26/07/2018**.
- C.54 No further requests for clarifications will be accepted after **13/08/18**.
- 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.

## 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 **13/08/18**. 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 after the designated point after **16:00 GMT on 30<sup>th</sup> August 2018** may 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 As the Authority is using the open procedure as detailed in the Public Contracts Regulations 2015 it is prevented from undertaking negotiation.
- C.61 The Authority will consider proposed through the clarification process only and clarifications of this nature will be shared with all tenderers to ensure equal treatment and fairness to all bidders.
- C.62 Amendments will be considered strictly on their merits and within the limits imposed by the procurement law..
- C.63 Where a tenderer considers their amendment as confidential these will have to be considered by the Authority and may be rejected on the basis that the confidentiality would disproportionately favour the tenderer submitting the clarification. Where the Authority considers a confidential change to the agreement unacceptable for this reason it will give the tenderer to either remove the clarification request or permit the Authority to share this clarification more broadly with other tenderers.

## 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 Sean Parsons, 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 [Goods1@scilly.gov.uk](mailto:Goods1@scilly.gov.uk) .No Tender may be modified subsequent to the Deadline for receipt.
- C.65 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.
- 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; or Standard Selection Questionnaire; and/or
  - C.67.2 the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the PQQ 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 already taken up at an earlier stage in the procurement process and after the receipt of Tenders, 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

- C.70 The Authority will notify the successful Tenderer(s) of their award of the contract in writing.

### Debriefing

- C.71 Following the conclusion of the tender process, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. This debriefing will be in a similar format to that required under the Public Contract Regulations 2015. Whilst similar to the PCR, the Council is under no obligations associated with that document.

- C.72 Not Used

### Statement of Compliance

- C.73 Not Used



## Section D: Response, Submission and Evaluation

### Use of Lots

The Authority has considered dividing this contract into Lots to encourage further competition and has concluded that the size and scope of the procurement cannot be reduced further. Therefore, no lots have been used in this tender process.

### 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.

Failure to respond to the requirements below may result in your submission being rejected.

### Selection Phase Questions

Tenderers must complete the Standard Selection Questionnaire. Tenderers should consider the following selection requirements:

- Financial and economic standing (turnover or audited accounts) - the tenderer **must** demonstrate annual turnover in excess of £1 million.
- Technical capability – the tenderer must provide the requested references identified in the Standard Selection Questionnaire. The Authority may consult these references to ensure the accuracy of the statements made by the tenderer. Inaccuracy may lead to the rejection of your tender.
- Insurance – The tenderer is not required to have the identified insurance in place at the time of tender but is required to commit to these forms of insurance upon award of contract. Failure to agree to this requirement **will** lead to the tender being rejected.

This phase operates using a pass/fail approach. Tenderers must pass all the above requirements in order to be considered in the Award Phase.

The PCR 2015 allows the Authority the right to consider the Award Phase responses prior to the Selection Phase and where the Authority elects to do this the Selection Phase information of the preferred tenderer will be checked prior to notification of the intention to award a contract.

### Compliance with Specification

Tenderers are required to provide compliance with the specification provided by responding **yes or no** in the appropriate box. A completed copy of this document must be returned with the tender submission. Responses that identify a non-compliance with the specification may be rejected unless specific mitigation is identified that allows for equivalent performance/functionality. For clarity this is a **pass or fail** criterion.

## Award Phase Questions

Tenderers must include responses to each of the following questions. Failure to supply a response will result in the rejection of your submission:

- D.1 An **Executive Summary** – highlighting the key elements of the proposed approach and commercial matters. (Not Scored)
- D.2 **Meeting the Specification** (understanding the aims and issues of the project)
- D.2.1 Please provide a statement on the design of the craft detailing how it meets each of the mandatory requirements in Section E - Scope of Services and Specification detailed in Annex B. **(45%)**.
- D.3 Please provide a statement on the stability and sea keeping qualities of the craft **(10%)**. This should include:
- D.3.1.1 The craft should be stable at rest such as that as crew move around the deck there is no appreciable heel.
- D.3.1.2 When planing the craft should run level
- D.3.1.3 Supply data for the speed at which the craft is “on the plane” with minimum and maximum payloads. Time to get on to the plane with these loads should also be stated, quicker times are preferred.

**TOTAL – 55%**

### 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.
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**D.4 Boat and engine warranty**

D.4.1 Tenderers shall confirm the warranty period offered for the vessel and the engine from the following **(5%)**:

D.4.2 Any warranty repairs should be carried out on site.

Duration of Warranty (vessel)	Duration of Warranty (engine)	Score
Greater than 10 years	Greater than 10 years	100%
10 Years	10 Years	95%
9 Years	9 Years	90%
8 Years	8 Years	80%
7 Years	7 Years	70%
6 Years	6 Years	60%
5 Years	5 Years	50%
4 Years	4 Years	40%
3 Years	3 Years	30%
2 Years	2 Years	20%
1 Year	1 Year	5%

**Total – 5%**

**D.5 Cost**

D.5.1 Tenderers should complete the table supplied in Annex B (IoS IFCA Boat Specification and Pricing v1) detailing a cost associated to each specification and where applicable the supplied items manufacturer and model number. Tenderers should note that the Authority may reject any tender which does not complete the aforementioned document **(40%)**.

Prices should include all costs associated with the category, but (where relevant) exclude VAT. Tenderers should refer to the brief for further details relating to the cost categories identified in the table.

Tenderers should note that the Authority expects the pricing to include all the costs associated with the tenderers completion of the contract.

Tenderers are expected to have used their competencies and skills as a

diligent contractor in arriving at their price submission and should undertake all necessary due diligence in arriving at a price that includes all the relevant activities for the successful delivery of the contract. No additional fees will be paid where pricing is erroneous as a consequence of contractor's negligence in undertaking its due diligence

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.

Any additional items identified through due diligence, that will be supplied by the contractor and that have not been listed in the Specification and Pricing Document should be included in the section marked Additional (Bidder)

The payment plan is as follows: 30% of total up front, 30% to deck level, 30% at handover and 10% on completion of any post-handover snagging.

**Total – 40%**

### **Scoring Methodology:**

The Authority will evaluate the Total Fixed Price (Entry in Annex B: IoS IFCA Boat Specification and 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.
- 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.6 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 - IoS IFCA Boat Specification and Pricing v1 (to complete, sign and return with tender)
- Annex C Certificate of Bona Fide Tender (to complete, sign and return with tender)
- Acceptance of the terms of conditions of tender and acceptance of the agreement
- Expression of Interest Proforma (to complete, sign and return as soon as possible)

### Submission of Tenders

D.7 Date for return of tenders:

**16:00 GMT 30<sup>th</sup> August 2018**

D.8 Tenderers must submit:

- **one original bound priced** hard copy of their Tender (clearly marked Master Copy);
- **an electronic copy** of their Tender, **on either a USB memory stick**, in an MS word compatible format and/or in .pdf format. A copy of the financial information in response to D4 should also be included in MS Excel. It should be noted that tenders **cannot** be submitted by email

D.9 The original and the copies must be provided on A4 paper (except where the requirement of the response makes this impractical), single line spaced, in Arial with a minimum size 11 font (or equivalent) and securely bound and signed by the Tenderer's authorised representative..

D.10 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:

- Any lever arch folder or ring binder;
- or any extraneous information that has not been specifically requested in the ITT including, for example, sales literature, Tenderers' standard terms and conditions etc.

D.11 Not Used – Please refer to D8 bullet point 2

D.12 The mechanics of Tender submission are set out in paragraphs C.35 to C.38.

### Evaluation of Tenders

D.13 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

D.14 Following the closing date for receipt of tender, the Authority will evaluate all the tenders using the identified methodology in D1 to D5. A decision on the appointment is expected to be made on **10<sup>th</sup> September 2018**.

D.15 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.16 Tenders will be evaluated by applying a weighting of:  
 60% in respect of the evaluation for quality;  
 40% in respect of the evaluation for price

D.17 The sub-criteria and weightings in respect of the evaluation are outlined at D1 – D4

D.18 Tenderers will be awarded a Contract who, in the opinion of the Authority at the conclusion of the evaluation, offers the Most Economically Advantageous Tender(s) to the Authority having regard to the award criteria set out in Section D above.

### Evaluation Process

D.19 The evaluation process will feature some, if not all, the following phases:

TABLE 2: EVALUATION PROCESS	
Phase 1	Compliance Checks
Phase 2	Assessment of the Selection Phase Information (Standard Selection Questionnaires)
Phase 3	Independent Evaluation of the Award Criteria (Questions D1 – D4) by evaluation committee members

Phase 4	Consensus Meeting to confirm scores for the tenders (The consensus scoring process will operate on a mean average basis of each of the independent scores)
Phase 5	Cost/Price Scoring (Undertaken through spreadsheet)
Phase 6	Identification of the Most Economically Advantegous Tender Submission (This will be on the basis of the highest total score for the combined quality and cost/price scores)
Phase 7	Evaluation Report, recommendation and decision to proceed
Phase 8	Notification of tenderers
<p><b>Note - the Authority reserves the right to vary the process so that Selection Phase evaluation takes place following phase 6.</b></p> <p><b>Note – Some phases e.g. Cost/Price Scoring, may overlap with other phases and the above ordering of activity should be considered illustrative only.</b></p>	

### Award of Contract

- D.20 The Authority will inform all Tenderers in writing of any intention to award a Contract.
- D.21 The identified preferred tenderer should be aware that the intention to award letter issued by the Authority does not commit the Authority to a contractual position with the tenderer. Any expenditure incurred at this point is at the tenderers risk and a contract will only be considered to be in place following the signature of the contract/agreement document issued to the tenderer following the notification process.
- D.22 All unsuccessful Tenderers will be provided with an “unsuccessful letter“ in writing via email at the same time that successful tenderer is notified of the tender outcome. The notification 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.
  - the relevant characteristics and advantages of the successful tender

## Section E: The Scope of Service

**A detailed mandatory specification is included in Annex B included in the tender package**

The Isles of Scilly IFCA is seeking to purchase a Rigid Inflatable Boat (RIB) and trailer. The craft needs to be tough and durable, able to operate as a patrol vessel and platform for research around the Isles of Scilly. Operations vary widely but will include:

- Coming alongside fishing vessels varying between 6m and 20m
- Deploying divers and snorkelers
- Deploying towed video cameras and drop down cameras
- Hauling and retrieving fishing gear

The successful bidder is required to allow a final inspection visit from the Council of the Isles of Scilly which includes a sea trial.

### **Boat Design**

- The craft structure must be coded to Category 3r MCA commercial level
- The craft must be constructed of material proven to be suitable for operation in the Isles of Scilly region and high UV environment.
- The craft must be durable to withstand the full range of operations.
- As a minimum the craft must include the listed items in specification detail (Annex B)
- The craft must have a stern mounted pot hauler (supplied by the Council of the Isles of Scilly)

### **Boat Trailer**

- The trailer must be an appropriate size to accommodate the boat
- The trailer must contain all necessary fittings for it to be able to be legally towed on a UK road
- The trailer must be constructed from a galvanised metal or other suitable material that inhibits corrosion
- The trailer must have a ball hitch connection

### **Maintenance**

- The craft should be constructed and equipped to allow maintenance and servicing to be carried out on Isles of Scilly

### **Warranty**

- The hull must come with a minimum 3 year warranty. Longer warranty periods are preferred.

### **Safety**

- The craft must be supplied with suitable fire extinguishers to meet the requirements of ISO 9094:2015.

### **Delivery**



**Invitation To Tender for Provision of 1 x Rigid Inflatable Boat for IoS IFCA**

- The winning bidder must arrange to deliver the boat
- Delivery to THE RANKS BUILDING, NORTH ARM QUAY, TR18 4AH Penzance Cornwall England by 20th March 2019.
- The winning bidder must arrange, with the Isles of Scilly Steamship Company, the delivery date to Penzance Quay and subsequent freighted delivery to the Isles of Scilly (the cost of transport from Penzance Quay to the Isles of Scilly will be borne by the Council of the Isles of Scilly and should not be priced for)
- The boat and trailer must meet the necessary requirements to allow travel to the islands (<https://www.islesofscilly-travel.co.uk/islander-news-and-booking/freight-information/>)
- The boat and trailer must be delivered ready for immediate operation, minus fuel.
- The use of polystyrene in packaging is strictly prohibited
- The use of plastic in packaging should be kept to a minimum, particularly single use plastic

**Section F: Draft Contract**

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