



Council of the Isles of Scilly

INVITATION TO TENDER FOR **Decommissioning and Demolition of the Porthmellon** **Incinerator**

REFERENCE NUMBER

CIOS Contract Notice Reference Number: DDI 001

DATE OF ISSUE

26th March 2015 (Version 1)

14th May 2015 (Version 2)

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Annex A – Grounds for Mandatory and Discretionary Exclusion

Annex B – Selection Criteria

<u>Contract Opportunity Summary</u>			
Contract Name:	Decommissioning and Demolition of the Porthmellon Incinerator, Isles of Scilly	Date of ITT Issue:	26 th March 2015
Our Contract Ref:	DDI 001	Clarifications Period	26/03/15 to 30/04/15 Extended to: 01/06/15 @ 17:00 hrs
Contract Type:	Works	Tender Return Date/Time	16:00 GMT 13th May 2015 Extended to: 12 th June 2015 @ 16:00 hrs
CPV Codes:	45110000 45252300	Evaluation Period	14/05/15 to 21/05/15 15/06/15 to 19/06/15
Place of Delivery:	Porthmellon Waste Management Site, St Mary's, Isles of Scilly, UK	Date of Notification	15th May 2015 19 th June 2015
Estimated Contract Value:	£475,000 - £590,000	Standstill Period	N.A
Tender Type:	Sub Threshold Open Procedure Most Economically Advantageous Tender (MEAT)	Earliest Date Contract Awarded	16th May 2015 22 nd June 2015
Tender Response Requirement	Tenderers should return responses to: 1) Grounds for Mandatory & Discretionary Exclusion (Annex A) 2) Selection Criteria (Annex B)	Anticipated Contract Commencement:	1st June 2015 1 st October 2015

Invitation To Tender for Decommissioning and Demolition of Porthmellon Incinerator

	3) Award Criteria Response (Section D of this ITT document)		
Quality/Price Ratio:	Qualitative – 40% Price – 60%	Anticipated Contract Completion	1st October 2015 31 st Dec 2015

Section A: Introduction

- A.1 The Council of the Isles of Scilly is looking for a single, suitably qualified and experienced Contractor to be appointed for the decommissioning and demolition of the incinerator at the Porthmellon Waste Management Site, as specified in the Council's Contract Notice Reference Number: DDI 001.
- A.2 This is a sub threshold level works contract being procured under the open tender process. As a consequence of the estimated value of the contract this procurement is not subject to the full extent of the Public Contract Regulations 2015.
- A.3 Section B provides some Background to the Isles of Scilly and the Contracting Authority.
- A.4 Section C contains the Instructions to Tenderers and sets out the conditions of this ITT.
- A.5 Section D provides details on the required response format and explains the evaluation process.
- A.6 Section E contains the Scope of Services.
- A.7 Prior to commencing formal evaluation, Tender Responses will be checked to ensure that none of the grounds for exclusion apply (Annex A) and that economic operators meet the minimum requirements set out in the Selection Criteria (Annex B). Irregular and Unacceptable 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 and 17.
- A.8 Following evaluation of the compliant tenders and approval of the outcome the Authority intends to appoint a single provider.

Section B: Background

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 this remote island community. In addition, the Council is the only remaining public water and sewerage authority left in England and Wales and it operates water systems on St Mary's and Bryher. The Council also operates St Mary's Airport, central to the local economy and the 10th busiest regional passenger airport in the United Kingdom.
- B.3** The Council has an important role as a focus for the Islands' community and has a significant role as a community leader. It is at the centre of the sustainable development of this unique Island Community and works closely with partners through the Local Strategic Partnership and other important partnership arrangements.
- 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 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 Isles of Scilly, situated 28 nautical miles south west of Lands End, Cornwall, are a group of approximately 200 low-lying granite islands and rocks. The 2011 Census identifies the resident population on Scilly as 2,224, with around 1800 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 of St Agnes, Bryher, Tresco and St Martin's. The population remains stable but is aging 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.

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 **Sean Parsons, Senior Officer: Capital Development and Procurement** via e-mail at DDI@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 works 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. Additionally, all Invitations to Tender issued and Contracts over £5,000 entered into will also be subject to disclosure on the Council's 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
26/03/15	ITT to be issued to Tenderers by the Authority

Invitation To Tender for Decommissioning and Demolition of Porthmellon Incinerator

26/03/15	Clarification Period Opens
30/04/15 Extended untill 1st June 2015	Deadline for Clarification Questions
16:00 GMT on date 13th May 2015 Extended until 12th June 2015 @ 16:00 hrs	Closing date and time for receipt by the Authority of Tenderer Responses to the ITT
14/05/15 12th June 2015 from 16:01hrs	Opening of tenders
14/05/15 15th June 2015	Evaluation of ITT Responses commences
22/05/15 19th June 2015	Notification of proposed appointment
23/05/15 22nd June 2015	Earliest Date at which the Authority can enter Contract
01/06/15 1st October 2015	Anticipated Contract Start Date
01/10/15 31st December 2015	Anticipated Contract Completion Date

Authority's Contact Details

C.19 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Tenderers (including their sub-contractors, consortium

members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in paragraph C.1 above.

- C.20** All communications should be clearly headed **Invitation to Tender for Decommissioning and Demolition of the Porthmellon Incinerator, Contract Notice Reference Number: DDI 001** 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.

Expressions of Interest and Intention to Submit a Tender

- C.22** Tenderers should complete 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) with any information or changes but it will remain the responsibility of the tenderers to ensure that they have kept up to date with changes in the process.
- C.23** In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate such via email to DDI@scilly.gov.uk stating the reasons why they do not wish to participate further.

Preparation of Tender

- C.24** Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- C.25** Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.
- C.26** The Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

- C.27** Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

Submission of Tenders

- C.28** The Tender must be submitted in the form specified in the Instructions to Tenderers in Section D. Failure to do so may render the Response non-compliant and it may be rejected.
- C.29** The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders.
- C.30** Any extension granted will apply to all Tenderers.
- C.31** Tenderers must submit:
- C.31.1 **one original bound priced** hard copy of their Tender
- C.31.2 **one unpriced hard copies** of their Tender (ie excluding the response to section D.5).
- C.31.3 **A CD/DVD or USB stick** containing their submission with the following:
- A Microsoft Word or equivalent file containing the narrative,
 - Financial data in Microsoft Excel
 - A PDF copy of the submission containing both the financial and narrative aspects of the tender.
- C.32** The original and the copies must be provided on single-side A4 paper, single line spaced, in Arial with a minimum size 11 font and securely bound and signed by the Tenderer's authorised representative.
- C.33** In line with Government objectives to achieve ISO14001:2004 (Environmental Management Systems), the Authority asks that you do not include any of the following with your Tender:
- C.33.1 Any lever arch folder or ring binder; 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 with the exchange rate that has been used clearly identified. Where official

documents include financial data in a foreign currency, a sterling equivalent must be provided.

- 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 ~~13th May 2015~~ 12th June 2015.** Responses received after this date will not be accepted unless incontrovertible proof can be provided that the submission should have been received by the authority prior to the deadline and that the issue was beyond the reasonable control of the tenderer. Tenderers are recommended to obtain proof of posting or other documentation to assist with the above. Tenderers should also be aware that there is no direct road route to the islands and that the postal and courier services are reliant on transportation through either ferry services from Penzance or flights from Lands End. Consequently, some guaranteed delivery services are impacted and may not deliver to timescales that would otherwise be achievable within the mainland UK.
- C.38** Tenders delivered by hand must be received at the reception desk at the address above by **16:00 GMT on ~~13th May 2015~~ 12th June 2015** ("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** Not Used

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 paragraph C.53 of these Instructions.
- C.52** The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Authority has designated a specific window of time to deal with clarification requests from Tenderers.
- C.53** Clarification requests can be submitted via e-mail to DDI@scilly.gov.uk from **26/03/15**.
- C.54** No further requests for clarifications will be accepted after **30/04/15-1st June 2015 @ 17:00 hrs**
- 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 ~~30th April 2015~~ **2nd June 2015**. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the Deadline for receipt of Tenders.

Late Tenders

- C.59** Any Tender received at the designated point after **16:00 GMT on ~~13th May 2015~~ 12th June 2015** 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 it is prevented from undertaking negotiation. However, amendments by Tenderers and/or the Authority to clarify its terms are permitted.
- C.61** The Authority will consider proposed amendments strictly on their merits and within the limits imposed.
- C.62** Not Used
- C.63** Not Used.

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 DDI@scilly.gov.uk No Tender may be modified after 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 is in breach of any of the mandatory or discretionary exclusion grounds **(please refer to and complete Annex A)**
- C.67.2 The tenderer does not meet the requirements set out in the applicable Selection Criteria **(please refer to Annex B)**

- C.67.3 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, grounds for exclusion, selection criteria or other document required as a part of this procedure; and/or
- C.67.4 the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest and/or the Tender process; and/or
- C.67.5 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.

C.71 Following the conclusion of the tender evaluation process, all unsuccessful Tenderers will be notified of the outcome of the tender. The notice will include the following

- C.71.1 The Criteria for the Award of Contract
- C.71.2 The reason for the decision including the characteristics and relative advantages of the successful tender
- C.71.3 The score obtained by the tenderer and the tenderer to be awarded the contract
- C.71.4 The name of the tenderer to be awarded the contract
- C.71.5 A precise statement of when the standstill period is expected to end and how the timing of its ending may be affected (if applicable); or

C.71.6 The date before which the Authority will not enter into a contract with the successful tenderer (if applicable)

C.72 Not Used

Section D: 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.

Tenderers must include responses to each of the following:

D.1 Executive Summary – highlighting the key elements of the proposed approach and commercial matters. (0%)

D.2 Methodology (25%)

Tenderers should outline their methodology for undertaking the project including site demolition plan, programme of works, compliance with the environmental permit for the site (particularly how they will control any emissions), approach to containerising and transferring the waste from the islands to the mainland UK, details of how they will maximise the recycling/reuse of materials recovered from the operation and the approach to dealing with the logistical challenges of the Isles of Scilly and working on an operational waste site

Scoring Methodology:

The tender submissions will be assessed using the scoring methodology below.

Assessment	Score
Very poor – Information on the methodology is scant or non-existent and the submission fails to provide a clear understanding of how the contract is to be delivered.	0 -10%
Poor – Some consideration of the methodology has been included but the proposals lack details. Elements of the method may be missing and/or lack detail or provide some concerns. The methodology has failed to provide a satisfactory level of comfort that the contract will be delivered in a successful manner and/or presents approaches that unlikely to be successful.	11-40%
Satisfactory – A methodology has been proposed that appears to be capable of delivering the needs of the contract. The information provided is sufficiently detailed to ensure that a clear understanding of the approach is gained by the evaluator. The approach appears coordinated and managed.	41-60%
Good – The methodology proposed is clear and detailed, consideration has been given to logistical challenges and the management processes proposed are robust. Concerns relating to on going operations at the live waste site are mitigated. Consideration has been given to the potential for reuse and recycling of materials. Compliance with the environmental permit is assured.	61-80%
Very Good – The methodology provides no concerns at all and a strong and robust management structure is in place to ensure delivery is successful. Coordination of all aspects of the project has been thought through with mitigation and/or redundancy measures incorporated. Reuse and recycling have been successfully accommodated within the proposals and the logistical	81-100%

challenges of both the islands and the operation site have been fully considered and mitigated. The approach taken provides added value beyond the requirements of the contract.	
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D.3 Health, Safety and the Environment (10%)

Tenderers should outline the potential health, safety and environmental implications or concerns that they can foresee in delivering this contract in the manner proposed in their methodology. This should include any requirements that legislation or regulation may place upon the contractor with regard to health, safety and the environment such as mandatory processes or procedures. Responses should consider health, safety and environmental issues throughout all stages of the contract. In this section tenderers should describe any processes they intend to adopt to manage the identified issues.

Scoring Methodology:

The tender submissions will be assessed using the scoring methodology below

Assessment	Score
Very poor - Submission proposes something that contravenes legislation or regulations or No response is received to this item	0-10%
Poor – Limited consideration has been given to the health, safety and the environment and/or issues are identified but have no management or mitigation measures have been proposed to resolve the issues. Some important legislative requirements might not have been picked up but no legal concerns are evident in the proposals.	11-40
Satisfactory – A good level of consideration of the potential issues that might be realised during the contract has been provided and measures are proposed to manage the health, safety and environment concerns. Legislative requirements are demonstrably met for items/aspects specific to this contract.	41-60
Good – A thorough consideration has been given to all aspects of the contract and both specific and broader legislative (and other requirements) have been identified with robust management techniques identified. The approach to be used looks to deliver beyond compliance.	61-80
Very Good – As “Good” but also provides positive and deliverable benefits in the areas of health, safety and environment.	81-100%

D.4 Risk Register (5%)

Tenderers should prepare a project specific risk register considering potential risks to the successful delivery of the contract including the likelihood of the risks arising, the impacts, risk reduction measures and the parties responsible for the risk.

Scoring Methodology:

The tender submissions will be assessed using the scoring methodology below

Assessment	Score
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Very poor – No risk register is included	0%
Poor – A few limited risks have been identified and/or the risks identified are not specific to the nature of the contract.	11-40
Satisfactory – A good number of relevant risks have been identified and these have undergone some quantification or evaluation as to their impacts, likelihood and mitigation	41-60
Good – Numerous relevant risks have been identified and these have been fully quantified/evaluated. Mitigation measures are clear and robust and responsibilities for risk have been identified.	61-80
Very Good – As “Good” but relevant management approaches are included to prevent the realisation of the risks. It is clear to see which risk present the greatest issues.	81-100%

D.5 Price (60%)

D.5.1 Tenderers should complete the following table:

Item	Description	Unit	Quantity	Rate	Price (£)
1	Prepare risk assessments and method statements (Site Demolition Plan) for approval by the Environment Agency	N.A	N.A	N.A	
2	Carry out the decommissioning and decontamination of the incinerator and associated equipment	N.A	N.A	N.A	
3	Carry out the controlled demolition/dismantling of all existing structures including recycling or reuse of recovered materials and the disposal of all wastes. Demobilisation and final site clearance	N.A	N.A	N.A	
4	Break out and excavation of all				

	foundations including the concrete base slab and underlying ground to a depth of 1m				
TOTAL					

D.5.2 For clarity, tenders will be evaluated on the Total Price Offer (highlighted yellow in the above table). (60%)

D.5.3 In their response to this section, tenderers should set out any assumptions that they have made in arriving at their fixed price. (0%)

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 – Grounds for Exclusion Questionnaire & Declaration

Annex B - Selection Criteria Questionnaire & Declaration

Submission of Tenders

D.7 Date for return of tenders:

16:00 GMT ~~13th May 2015~~ 12th June 2015

D.8 Tenderers **must** submit:

- one original bound **priced** hard copy of their Tender
- one **unpriced** hard copy of their Tender; and
- one **CD/DVD or USB** containing copies of the narrative in a Microsoft Word compatible file, financial data in a Microsoft Excel compatible file and a PDF copy containing both the narrative and financial information.

D.9 The original and the copies must be provided on single-side A4 paper, single space, in Arial with a minimum size 11 font 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:

D.11 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.12 Not Used

D.13 The mechanics of Tender submission are set out in paragraphs C.35 to C.38.

Evaluation of Tenders

D.14 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

D.15 Following the closing date for receipt of tender, the Authority will evaluate all the tenders. A decision on the appointment is expected to be made on ~~22nd May 2015~~ **19th June 2015**. The Council is not required to and does not intend to provide a standstill period for this tender.

D.16 The successful tenderers will be selected on the basis of the most economically advantageous tender, 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.

D.17 Tenders will be evaluated by applying a weighting of:
40% in respect of the evaluation for quality;
60% in respect of the evaluation for price

D.18 The sub-criteria and weightings in respect of the evaluation are as follows:

TABLE 1: HIGH LEVEL EVALUATION CRITERIA FOR SELECTION OF PROVIDERS	
CRITERION	Weight
Methodology	25%
Health, Safety and Environment	10%
Risk Assessment	5%
Price	60%
Total	100%

D.19 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 to the Authority having regard to the award criteria set out in table 1 above.

Evaluation Process

D.20 The evaluation process will feature some, if not all, the following phases:

TABLE 2: EVALUATION PROCESS	
Phase 1	Compliance Checks including those relating to Annex A and B
Phase 2	Independent Evaluation of Tender Responses
Phase 3	Moderation of scores
Phase 4	Customer References
Evaluation Report and Recommendation	
Approvals	

Award of Contract

- D.21** The Authority will inform all Tenderers in writing when a Contract is formally awarded to the successful Tenderer.
- D.22** All unsuccessful Tenderers will be provided with an “unsuccessful letter” in writing notifying them of the outcome of the evaluation exercise. This will include details of:
- the award criteria;
 - the score of the Tenderer;
 - the name of the successful Tenderer/s
 - the score for the successful Tenderer/s.
 - The relative advantages of the successful tender
- D.23** Not Used

Section E: The Scope of Service

Please refer to RPS Document “Porthmellon Incinerator Decommissioning and Demolition, Isles of Scilly” reference number JER6282

Section F: Draft Contract

Please refer to both:

1. NEC 3 Engineering and Construction Short Contract; and
2. Document “Porthmellon Incinerator Decommissioning and Demolition, Isles of Scilly” reference number JER6282