Oxford Direct Services

#### **Invitation to Tender Dynamic Purchasing System (DPS) for the Supply of Scaffolding Services**

#### **Part A - Instructions and important information**

#### **Part B - Specification**

**Contract Term – 3 Years + 1 + 1 from Contract Commencement**

**Procurement portal ref: DN318762**

**Table of Contents**

[part A – Instructions and important information to TENDERERS 3](#_Toc504038382)

[1. Scope 3](#_Toc504038383)

[2. Dynamic Purchasing System (DPS) 3](#_Toc504038384)

[3. Contract Period 5](#_Toc504038385)

[4. Contract value 5](#_Toc504038386)

[5. The basis of the Tenders 5](#_Toc504038387)

[6. Instructions to Tenderers 7](#_Toc504038388)

[7. Tender queries 8](#_Toc504038389)

[8. Completing the documentation 8](#_Toc504038390)

[9. Freedom of Information 9](#_Toc504038391)

[10. Variant Tenders 9](#_Toc504038392)

[11. Abnormally low Tenders 9](#_Toc504038393)

[12. Confidentiality of Tender information and documents 9](#_Toc504038394)

[13. Canvassing 10](#_Toc504038395)

[14. Collusive Tendering 10](#_Toc504038396)

[15. Tender warranties 10](#_Toc504038397)

[16. Ordering 11](#_Toc504038398)

[17. Payment 11](#_Toc504038399)

[18. Tender evaluation 11](#_Toc504038400)

[19. Definitions 14](#_Toc504038401)

[PART B Specification 16](#_Toc504038402)

**part A – Instructions and important information to TENDERERS**

Oxford City Council (the Council) is the democratically elected body for Oxford with 48 Councillors. The Council is committed to providing accountability and effectiveness of its service delivery through its scrutiny, audit and area committees.

Oxford City Council is a District Council, with responsibilities for running local planning, housing, environmental health, electoral registration, waste collection, leisure and parks services, markets and fairs, tourism and cemeteries for the city of Oxford.

In partnership with other public, private and voluntary agencies the Council provides a wide range of services for approximately 159,600 residents and approximately 60,000 households spread over 24 wards. (Figures as of Nov 2016)

From April 1st 2018 a new company, Oxford Direct Services Ltd, will commence trading, this Company is wholly owned by the Council and has been set up as Local Authority Trading Company (‘LATCo’)

This new Company has grown out of Oxford City Council’s Direct Services success and is intended to enable Oxford Direct Services Ltd to generate further revenue for the Council.

## 1. Scope

1.1 Oxford City Council (The Council) intends to let a Dynamic Purchasing System (DPS) Framework Contract (otherwise called the Contract) for various types of Scaffolding Services required by Oxford Direct Services Ltd.

1.2 Tenderers responding to this opportunity should carefully consider how their response can align with the Council’s corporate priorities:

* Vibrant, sustainable economy
* Meeting housing needs
* Strong, active communities
* Cleaner, greener Oxford
* Efficient, effective Council

1.3 As a minimum, we expect Tenderers to respond with market leading pricing structures which reflect the scope of the commercial opportunities we offer. Additionally, where there is an opportunity for a sustainable solution, Tenderers are strongly encouraged to offer such solutions, where permitted within the scope of the specification.

## 2. Dynamic Purchasing System (DPS)

**2.1** What is a Dynamic Purchasing System?

2.1.1 A Dynamic Purchasing System (DPS) Framework is established by the Council to purchase goods, works or services.

2.1.2 The difference between standard Frameworks and DPS is Suppliers can join the framework at any time and existing Suppliers can be also be removed.

**2.2** How does it work?

2.2.1 Suppliers join the DPS Framework by completing the tender documentation and suppliers that meet the required standard shall be admitted to the DPS.

2.2.2 Suppliers may join the DPS at any time during the contract Term.

2.2.3 The Council will not impose any limit on the number of suppliers that join a DPS.

2.2.4 Suppliers may apply or reapply if previously not accepted at any time during the term of the DPS and their bid will be evaluated as per the criteria set out in this documentation.

**2.3** Application to the DPS

2.4.1 The DPS will be hosted on the South East Business Portal (SEBP) and suppliers wishing to provide a Tender must first be registered on the SEBP.

2.4.2 As a user of the SEBP you will have access to the messaging service which facilitates all messages sent to you and from you in relation to any specific event. Please note that the SEBP will email you with notification of messages and it is your responsibility to access these on a regular basis to ensure you have sight of all relevant information.

**2.5 Process for inclusion on the DPS**

2.5.1 The DPS will remain open from 10th March 2018 for suppliers wishing to provide a Tender.

2.5.2 Any suppliers who do not meet the criteria outlined in this specification as demonstrated by their response to the Tender will not be admitted onto the DPS and will be notified accordingly. There will however be an opportunity to re-apply for admittance onto the DPS at a later stage should the supplier be able to demonstrate that the criteria can be met following evaluation.

2.5.3 As part of this process the Council is offering a training session for potential Suppliers to receive general information on how to respond to this tender request through the portal and details about the questions within the Tender Documents Part 1,2,3 of Section C. Tenderers must contact the Council through the portal by 25th January 2018, if they wish to attend this training session which will be held on 2nd February 2018.

**2.6 Once part of the DPS**

2.6.1 Once part of the DPS there is no obligation for the Council to offer works or Supplier to accept work

2.6.2 The Council will send out a “Mini-Competition” to all suitable approved Suppliers for all works required.

2.6.3 Suppliers may be removed from the DPS if any of the following conditions are met:

* The Council receives 2 complaints within a 6 month period that cannot be handled to the satisfaction of the Contract Manager.
* If the Supplier receives 1 Feedback Review Form that scores below 60% (as per Appendix E) then the Supplier will be invited to a contract review meeting with the Council. If the Council then receives a further piece of feedback relating to the Supplier that is unsatisfactory or below, the Council reserves the right to remove the Supplier from the DPS.
* The Supplier commits a material breach of any of its obligations under the Contract.

## 3. Contract Period

3.1 The Contract is to be awarded on 10th March 2018 for a period of 3 years from Contract commencement with the option for the Council, in its entire discretion, to extend the Contract by a further period of 1 + 1 years up to a maximum term of 5 years.

3.2 The implementation date is 10th March 2018

## 4. Contract value

4.1 Unless otherwise disclosed in this Invitation to Tender, the Council will not disclose the budget it has for this Contract.

4.2 Tenderers are advised that under the Government’s Transparency Agenda a certain amount of information about payments made, contracts held etc. is available on the Council’s website. However, where such information exists the Council does not guarantee that this level of purchasing will continue in future, and is in not to be taken as an indication of the Council’s future level of spend in this area.

## 5. The basis of the Tenders

5.1 This Contract is being let in accordance with the Council’s Constitution with which the Successful Tenderers shall comply.

5.2 Tenderers must submit in accordance with the instructions contained within this Invitation to Tender. Any Tenderers that do not comply with these instructions may have their tender rejected.

5.3 Tenders are being invited to respond to a public advertisement. The Contract shall be in writing, in the form contained in this ITT, approved by the Council’s Head of Law and Governance and shall be executed under seal within 28 days of the acceptance of the successful Tender.

5.4 The Tenderers written response to any information required by the Council will be taken into account in the evaluation of the Tender and if accepted, will be binding but will not detract from the Contract Terms and Conditions or Specification.

5.5 If the Successful Tenderer fails to execute the Contract the Council may (without prejudice to any other remedy available to it) terminate the Contract by notice to the Successful Tenderer having immediate effect.

5.6 Until the execution of the Contract, the successful Tender together with the Council’s written acceptance of it shall form a binding agreement between the Council and the Successful Tenderer.

5.7 Every Tender received by the Council shall be deemed to have been made subject to the enclosed Contract Terms and Conditions unless the Council shall previously have expressly agreed, in writing to the contrary. Any alternative Terms or Conditions offered on behalf of the Tenderers shall, if consistent with this Invitation to Tender be deemed rejected by the Council unless expressly accepted in writing.

5.8 Any express waiver or variation of any of the Contract Terms and Conditions made in writing by the Council’s Supervising Officer shall bind the Council. Otherwise, neither the Supervising Officer nor any other servant or agent of the Council has authority to vary or waive any of the Contract Terms and Conditions on behalf of the Council.

5.9 The Council reserves the right not to accept the lowest or any Tender, and to annul the procurement process and reject the Tenders (in whole or in part) at any time prior to Contract Award without thereby incurring any liability to Tenderers. To be clear The Council reserves the right not to Award any Contract, at its sole discretion.

5.10 The Council reserves the right to negotiate on particular items of a Tender proposal whilst ensuring that such negotiation does not distort competition or differ from the scope of the Contract.

5.11 The Successful Tenderer through their organisations own quality management system shall undertake the day-to-day monitoring and supervision of the Contract. An officer appointed by the Council and referred to in the Contract as ‘the Contract Supervising Officer’’ shall monitor the Tenderers quality control system to ensure compliance with the standards and requirements set out within this Invitation to Tender.

5.12 The Council’s Supervising Officer will work closely with other relevant Council officers and/or stakeholders to ensure that the requirements as set out in the Contract are appropriate to their needs, and are supplied in accordance with the Contract.

5.13 All prices are to be shown in pounds sterling and are indicative pricing for the Tender. If Tenderers are successful in being added to the DPS then each Scaffolding requirement will be competed via Mini-Competition between all relevant ‘Approved Suppliers’. Pricing shall be fully inclusive of **all** costs involved in meeting the Specification including delivery or early settlement discount incentives.

5.14 The Council reserves the right to not to award a Contract to the Successful Tenderers where the Tenderers cannot meet the requirements to Council’s timescales and/or satisfaction.

5.15 All communication with the Council must be made via the South East Business Portal (procurement portal). <https://www.businessportal.southeastiep.gov.uk>.

5.16 The indicative timetable for this procurement is:

|  |  |
| --- | --- |
| **Stage/activity** | **Date** |
| Invitation to  tender published | 18th January 2018 |
| Tenderers must confirm by this date if they wish to attend the Training session for information on how to complete Tender Documents Part 1,2,3 of Section C and gaining access and using the Portal | 25th January 2018 |
| Optional Training session for information on how to complete Tender Documents Part 1,2,3 of Section C and gain access and using the Portal | 2st February 2018 |
| Deadline for receipt of clarification questions or request for additional information from Tenderers | 9th February 2018 |
| **Deadline for receipt of tenders** | **21st February 2018** |
| Approved Suppliers notified | 27th February 2018 |
| Standstill Period  | 9th March 2018 |
| Contract award | 10th March 2018 |

## 6. Instructions to Tenderers

6.1 Tenderers must observe the following requirements:

(a) Tenderers have responsibility for obtaining, at their own expense, all information necessary for the proper preparation of their Tender and subsequent Mini-Competition. This responsibility extends to attending any site visits or necessary meetings throughout the entire procurement process;

(b) information provided to Tenderers by the Council (whether within the Invitation to Tender or information released subsequently following the despatch of the Invitation to Tender) is provided only for guidance in the general preparation of the Tender. Tenderers must make their own enquiries with regard to the accuracy of any such information. No responsibility is accepted by the Council for any loss or damage of whatsoever kind and howsoever arising from the use of such information by Tenderer;

(c) each party shall bear their own legal and other fees in relation to the preparation and submission of the Tender and any formal Contract documents arising therefrom. No copies of the written documentation may be made without the written consent of the Council;

(d) Tenderers shall not make any alterations, qualifications, additions or notes upon the text of the Contract Terms and Conditions except with the prior written consent of the Council. Any proposed amendments must be notified to the Council for consideration prior to Tender submission in accordance with paragraph 5.8 above;

(e) Tenderers are required to keep the Tender open for acceptance for a period of 90 days from the last date for submission of Tenders;

(f) all documents requiring a signature must be signed as stated below and the status of the signatories within the organisation must be indicated;

1. where the Tenderer is an individual, by that individual;
2. where the Tenderer is a partnership, by two duly authorised partners;
3. where the Tenderer is a company, by two directors, or by a director or a secretary of the Company, such persons being duly authorised for that purpose;

(g) should a Tenderer withdraw their Tender or fail to complete the Contract within 28 days of acceptance of a Tender, the Council will not, for a period of 3 years, accept any Tender from such Tenderer unless the appropriate committee specifically by resolution within this period directs otherwise.

## 7. Tender queries

7.1 Tenderers should seek to clarify any outstanding queries and points of doubt with the Council before 9th February 2018 and submit a Tender by no later than **21st February 2018.**

7.2 All requests for clarification, additional information etc. must be made via the procurement portal <https://www.businessportal.southeastiep.gov.uk>. So as to maintain the principles of the EU Treaty (transparency, equality and non-discrimination) the Council will not respond to any communication that is not received via the procurement portal.

## 8. Completing the documentation

8.1 The Council reserves the right to disqualify any submission which is deemed incomplete.

8.2 Tenders which are not submitted in the format specified in this Invitation to tender shall not be considered by the Council.

8.3 Please answer all the questions in English, as accurately and concisely as possible, or mark those not applicable ‘N/A’ and provide an explanation.

8.4 Where indicated, responses must not exceed the maximum word or page limit given, appendices will be used as information only to add the understanding of the written response, an example of this may be screen shots of a system.

8.5 Please answer every question as instructed to do so. Do not assume that the officers evaluating the form will know about the Tenderers organisation or the work that they do, and answer the questions as fully as possible within any given constraints. The Council will only evaluate what is written by the Tenderers in their Tender.

8.6 Tenderers should not provide marketing literature or supporting documents, for example, accounts, certificates, statements or policies unless specifically requested to do so. Instead, we may request a statement regarding your approach to various aspects or a summary of your policies. The Council may ask to see these documents at a later stage so it is advisable that Tenderers ensure they can be made available upon request. Tenderers may also be asked to further clarify your answers or to provide more details.

8.7 Unless otherwise specified, tenders must be submitted using the forms provided, and in the format as issued (not PDF).

8.8 Where a signature is required this must be signed by a person who is authorised to do so as per paragraph 6.1 (f).

8.9 Tenderers must submit their Tender via the procurement portal before the deadline for receipt of tender <https://www.businessportal.southeastiep.gov.uk>.

**Tenders received after the deadline for receipt will not be considered.**

## 9. Freedom of Information

9.1 Tenderers acknowledge that the Council is obliged under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this Invitation to tender process.

9.2 Tenderers therefore accept and acknowledge that the decision to disclose information and the application of any exemptions will be at the Councils sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA and/or the EIR as to whether any exemptions under of the FOIA and/or EIR may be applied to protect the Tenderer’s legitimate commercial and trade secrets.

9.3 Tenderers should state in the Freedom of Information Disclosure form if any of the information supplied is confidential, or commercially sensitive, or should not be disclosed in response to a request for information under the FOIA or EIR. Tenderers should state why they consider the information to be confidential or commercially sensitive and the time period applicable to that sensitivity.

9.4 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the FOIA and EIR.

## 10. Variant Tenders

10.1 Unless otherwise specified in the Contract Notice, the Council will not accept a variant tender.

10.2 Where a variant tender is invited, the Council will give an indication as to the nature of the variant tender that is authorised. In such instances, Tenderers must also submit a Tender which is fully compliant with the requirements set out in the Invitation to Tender (non-variant).

## 11. Abnormally low Tenders

11.1 Where the Tender price appears abnormally low, Tenderers will be required to explain and provide evidence to support the price and costs proposed in the tender.

11.2 In accordance with provisions contained in clause 69 of the Public Contracts Regulations 2015, the Council may reject a Tender deemed abnormally low.

## 12. Confidentiality of Tender information and documents

12.1 All information provided by the Council in connection with this Tender shall be regarded as confidential to the Council, except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

12.2 The Invitation to Tender documentation are and shall remain the property of the Council and must be returned with the Tender submission or deleted from any computer systems where it is downloaded. If Tenderers choose not to submit a Tender, the Tender documentation must be deleted.

12.3 The Tenderer shall treat the details of its Tender and any subsequent Contract as strictly private and confidential. Copyright in the tender documents is reserved to the Council.

## 13. Canvassing

13.1 Any Tenderer who directly or indirectly canvasses any member, officer or agent of the Council concerning the award of the Contract or who directly or indirectly obtains or attempts to obtain any information from any such member, officer or agent concerning any other Tender or proposed Tender shall be disqualified.

## 14. Collusive Tendering

14.1 Any Tenderer who:

(a) refuses to complete the Anti Collusion and Code of Conduct Certificate, or

(b) fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangements with any other person; or

(c) communicates to any person other than the Council the amount or approximate amount of their proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the ender for insurance or contract guarantee bond); or

(d) enters into any agreement or arrangement with any other person such other person shall refrain from tendering or as to the amount of any tender to be submitted; or

(e) offers, or agrees to pay, or give, or does pay, or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing, or having done, or causing or having caused to be done in relation to any other tender or proposed tender for the Contract any act or omission;

shall (without prejudice to any other civil remedies available to the Council) be disqualified.

## 15. Tender warranties

15.1 In submitting a Tender the Tenderer warrants and represents that:

(a) it has complied in all respects with the Invitation to Tender;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;

(c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Invitation to Tender and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;

(d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;

(e) it is of sound financial standing and the Tenderer and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future;

## 16. Ordering

16.1 The Successful Tenderers must be able to receive Tenders, Mini-Competition and orders by electronic means (South East Business Portal or email) at the start of the Contract and the Term of the Contract.

## 17. Payment

17.1 Payment shall be made by the Council to the Successful Tenderer in accordance with the Specification and the Contract Terms and Conditions.

17.2 The Council’s Constitution does not permit payments being made in advance.

## 18. Tender evaluation

18.1 In evaluating the Tenders the Council shall be seeking to ensure that it secures the most economically advantageous means of the supply and procurement, that is to say, an appropriate level of quality of service delivery and financial performance from the Successful Tenderer as well as including continuous improvement.

18.2 The Council has determined the applicable financial and technical Contract evaluation criteria. In essence, Tenderers must demonstrate that they are technically and operationally competent and able to meet the Specification, as a minimum requirement, as well as offering a financially attractive package for the Council.

18.3 The Council’s considerations will include the merits and capacity of the Tenderer’s services offered, to include the ability to fulfil the Contract Terms and Conditions and Specification requirements.

18.4 Tenderers should note that regardless of a Tenders overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness which is likely to impact adversely upon the supply of the goods and/or services, then grounds will exist to exclude the Tender from further consideration.

18.5 Throughout the evaluation process, the Council reserves the right to seek clarifications from Tenderers, where this is considered necessary to achieve a complete understanding of the tender received.

18.6 An initial examination of the Tender will be made to establish the completeness of the submitted Tender.

18.7 Tenderers may be asked to attend a clarification interview/presentation with the Council’s evaluation panel. Where required, the purpose of the clarification interview/presentation will be to help clarify any points arising from the written Tenders and scores may be adjusted as a result of the clarification interview/presentation. The Council reserves the right not to invite any Tenderer to clarification interview/presentation whose overall score is significantly lower than highest scoring Tenderers.

18.8 An initial examination of the Tenders will be made to establish the completeness of the submitted Tenders. Tenderers are advised of the Council’s right under Regulation 56.

18.9 The evaluation process will consist of Tenderers being assessed against the selection criteria and grounds for exclusion, and award criteria. Tenders that meet the selection and grounds for exclusion criteria will be evaluated against the award criteria. The Council reserves the right to examine Tenders before completing the selection and grounds for exclusion assessment.

18.10 Tenderers will be evaluated using the selection and grounds for exclusion criteria listed below. Any Tenderer failing any section will not have their tender evaluated.

|  |  |
| --- | --- |
| **Section** | **Assessment** |
| Section 1: Tenderer information | Not scored, for information only\* |
| Section 2: Grounds for Mandatory Exclusion | Pass / Fail |
| Section 3: Grounds for Discretionary Exclusion | Pass / Fail |
| Section 4: Economic and financial standing |  Pass / Fail\*\* |
| Section 5: Parent Guarantee | Not scored, for information only\* |
| Section 6: Technical and Professional Ability(relevant experience and Contract examples) | Not scored, for information only^ |
| Section 7: Modern Slavery Act 2015 | Not scored, for information only\* |
| Section 8.1: Insurance | Pass / Fail |
| Section 8.2: Skills and Apprentices | Not scored, for information only\* |

*\* Tenderer may be excluded on the grounds of providing insufficient or false information.*

*\*\* Financial standing takes into consideration a Tenderers credit score, the estimated value of the Contract, and the Tenderers turnover. Any Tenderer who does not achieve a credit score of at least 81 and/or or whose minimum yearly turnover is not at least twice the estimated value of the Contract may be subjected to a more detailed assessment as to their financial standing. Any Tenderer who provides less than satisfactory accounts/figures or documentation which therefore give rise to concerns that cannot be satisfied regarding their financial standing, will fail. Credit scores are obtained via Experian.*

*^ Where the examples given are not relevant to the Contract (scope and Contract value), or where insufficient information is given, the Tenderer may be excluded.*

18.11 The Council reserves the right to request a site visit to an existing customer as part of the qualitative evaluation process. Where requested the site visit will be conducted after any clarification/presentation interview and will be attended by members of the evaluation panel and key business users. The Council anticipates that such site visits or references will only be conducted with/requested from the highest ranking Tenderers, and will be used only to clarify and verify their submissions.

18.12 The Award Criteria will be scored out of 100%, with Tenders evaluated on the following basis of the award sub-criteria and their weighting for the quality aspect of the tender.

|  |  |  |
| --- | --- | --- |
| Ref: | Award criteria | Weighting |
| Question 1  | Case Studies | 30% |
| Question 2. | Risk Assessments and Method Statements | 10% |
| Question 3. | CDM Regulations | 10% |
| Question 4. | Emergency Scaffolding (72 hrs.) | 5% |
| Question 5. | In-house scaffolding design capabilities | 5% |
| Question 6. | Scaffolding Accreditations | 5% |
| Question 7. | Added value | 5% |
|  | Qualitative Total  | 70% |
| Appendix 7  | Price | 30% |
|  | Overall Total | 100% |

18.13 The scoring framework shown below will be used to evaluate Tenders. The Tenderers response to each question will be scored and the total pro-rated to give a percentage score out of the maximum percentage for that section

|  |  |
| --- | --- |
| **0** Unacceptable | Nil response, or Proposal is so incomplete or irrelevant that it is not possible to form a judgement  |
| **1** Poor | Almost unacceptable, response is limited or proposal is inadequate or substantially irrelevant. |
| **2** Unsatisfactory | Below expectation, proposal does not fully address the requirement and gives rise to a number of concerns about its potential reliability. |
| **3** Satisfactory | Satisfactory, proposal generally meets requirements, gives minor reservations about meeting some of the requirements. |
| **4**Good | Good, meets expectations, proposal provides detail that is directly relevant, gives confidence as to reliability to meeting all key aspects of the requirements. |
| **5** Excellent | Comprehensive, proposal exceeds expectations, gives high confidence that all key aspects of the proposal may be relied upon without reservation, offers added value and innovation that is relevant to requirement. |

18.14 The final scores for the qualitative and price elements of the tender will be combined to give an overall final score for the submission.

18.15 With respect to financial criterion scoring each submission will be awarded a weighting based on its relationship with the lowest priced quotation on the basis of the submitted lump sum fee. The Tender with the lowest lump sum fee will be awarded the full weighting available. Each of the remaining Tenders will be awarded a weighting on a pro-rata bases according to the following calculation:

Lowest quotation price

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x **30** % of weighting to be allocated

Tenderer price

Worked example:

|  |  |  |
| --- | --- | --- |
| Tenderer | Lump sum price (£) | Pro rata weighting (based on 30% being allocated to the price criteria) |
| A | **£1,000,000** | **30%** |
| B | **£1,250,000** | **24%** |
| C | **£1,500,000** | **20%** |

18.16 Those Tenderers that successfully meet the total minimum percentage pass level for both quality and price of 80%, will be admitted to the DPS as an ‘Approved Supplier’.

## 19. Definitions

19.1 Words defined in this document shall have the same meaning throughout the Invitiation to Tender:

1. “Contract” means the Articles of Agreement, the Terms and Conditions, the Specification together with any relevant plans, drawings and any other documents referred to in the Contract schedules, as well as the Successful Tenderers Tender.

 “Council” means Oxford City Council, the contracting authority seeking to award a Contract

“Dynamic Purchasing DPS is a completely electronic system, it does not operate

 System” in the same way as a traditional contract/framework in that it is an ‘open market’ product designed to provide access to a pool of suppliers which can be constantly refreshed.

“Feedback means the document that is completed by Direct Services

 Review Form” after completion of Scaffolding Services to monitor performance and remove suppliers for poor performance.

“Invitation to Tender” means the documents that comprise the overall information pack sent to Tenderers for the purposes of submitting a Tender. The Invitation to Tender typically comprises the following documents:

Instructions and important information

Contract Terms and Conditions

Specification

Tenderers response to the Specification

Pricing Schedule

Form of Tender

Confidential Information Statement

Anti-collusion and Competition Code Certificate

Anti-canvassing Certificate

Freedom of Information Disclosure Statement

“Mini-Competition” means the Mini Competition Tender documents issued to the Approved Suppliers once admitted onto the DPS to bid for supply of Scaffolding Services.

 “Specification” means the document which sets out the Council’s requirement in relation to the supplies/services/works and deliverables required

“Approved Suppliers” means the Tenderers who achieves the score of over 80% following the evaluation process

“Tender” means the Tenderers written proposal or bid for the proposed Contract

“Tenderer” means the organisation submitting a Tender

**PART B Specification**

The Council is looking for suitably experienced Scaffolders to join the DPS Framework in order to cover all requirements for Scaffolding with the Council. All Tenders must be able to fulfil the following specification in full.

**Introduction**

The Council currently has a standard framework agreement however we wish to move to DPS in order to monitor the Supplier available through the framework.

Please note: Tenderers must agree to comply with the Health and Safety policy which is issued as part of the Tender opportunity on the portal and requires all Tenderers to click the accept button, failure will result in the Tender being disqualified.

The Councils current usage is as follows:

**Scaffolding usage**

Expected spend per annum on external scaffolding: £250,000 for > £5K and £150,000 for smaller jobs up to £5K

* Average spend per job: £6k - £7k for large jobs and £300-500 for smaller jobs
* Number of jobs per year: 30 large jobs and approximately 300 small jobs
* 85% of works are within Oxford City centre – 15% are within a 20 mile radius

**Types of work required**

Typical requirements as follows:

Scaffolding requirements over £5k

Location: Broad Street, Oxford

Description: Provision of bespoke scaffolding, providing access to undertake full cyclical external maintenance repairs. Lifts positioned to access each floor of the buildings. Scaffold to be bridged across shop fronts. Access to top of roof and chimneys required.

Duration of works when scaffolding in place: 8 weeks

Location: George Street, Oxford

Description: Provision of scaffolding to undertake full window replacement and external repairs. Lifts positioned to access each floor of the buildings. Scaffold to be bridged across shop fronts.

Duration of works when scaffolding in place: 12 weeks

Scaffolding requirements under £5k

Location: Wellington Street, Oxford

Description: Scaffold up to gutter in line with small window at front of house. Pavement Licence Required

Duration of works when scaffolding in place: 0.5 day

Location: Paget Road, Oxford

Description: Small tower up to gutter in line with chimney

Duration of works when scaffolding in place: 2-4 hours

**Functional requirements**

|  |  |
| --- | --- |
|  |  |

1. **Application**

This Specification identifies the minimum requirements and standards for all scaffolding and edge protection designed, erected, altered, inspected, used and/or dismantled.

This Specification may be enhanced by the Suppliers specific scaffolding policy and branding.

Hoists, Ladders, Stepladders and Podium Steps are not included as part of this standard.

* 1. **Tube and Fitting Scaffolding**

This applies to traditional steel tube and fitting scaffolds and includes the use of “system type” components such as “Readylok or Easifix transoms”, extending transoms, steel and aluminium ladder beams and unit beams. All such components must be used in strict accordance with the manufacturer’s instructions/design guidance.

* 1. **System Scaffolding**

All types/brands of Systems Scaffolding used on site must conform to the relevant British and European Standards BS EN 12810/12811. The lead hand of a scaffold gang using systems scaffolding must have successfully completed the relevant CISRS Systems product training. CISRS Scaffolders or Trainee operatives will be able, as a member of this squad to erect, alter or dismantle this equipment under the direct supervision of the CISRS systems qualified operative prior to them carrying out the requisite CISRS training.

See [www.cisrs.org.uk](http://www.cisrs.org.uk/) for the current list.

* 1. **Lightweight Mobile Tower**

An authorised person is permitted to erect, inspect, use, move, alter and/or dismantle a lightweight Mobile Tower if they are competent and hold a recognised qualification that specifically includes mobile towers.

Mobile towers must be inspected as often as is necessary to ensure safety. Recommended best practice is that they be inspected and a report made by a competent person after assembly, or significant alteration, and before use.

Thereafter, they should be inspected as often as necessary but at least every 7 days, or after any event likely to have affected stability or structural integrity, such as adverse weather conditions. But, there is no need to inspect and report every time the mobile tower is moved at the same location.

*Note: Refer to relevant industry association - Prefabricated Access Suppliers’ & Manufacturers’ Association (PASMA) website* [*www.pasma.co.uk*](http://www.pasma.co.uk) *for more information. PASMA has agreed with the HSE that the completion and affixing of a PASMA Tower Inspection Record satisfies the regulatory requirement to record the inspection and deliver to the person for whom it was completed.*

1. **Regulations, Codes of Practice and best practice requirements**

All scaffolding works shall be carried out in accordance with the current Regulations, Codes of Practice and industry best practice requirements such as:

* 1. The Health and Safety at Work etc. Act 1974
	2. The Management of Health and Safety at Work Regulations 1999 – as amended
	3. The Work at Height Regulations 2005 – as amended
	4. The Construction (Design and Management) Regulations 2015
	5. BS EN 12811 2003 – Scaffolds performance requirements
	6. BS EN 12810 2003 – Facade scaffolds made of prefabricated components
	7. NASC TG20 – Guide to Good Practice for Scaffolding with Tubes and Fittings. (Latest Edition)
	8. NASC SG4 – Preventing falls in scaffolding (Latest Edition)
	9. CISRS CAP 609 General Information (Latest Edition)
	10. BS EN 13374 Temporary edge protection systems

THIS LIST IS NOT EXHAUSTIVE.

1. **Competence**
	1. **Scaffolding Companies:**
		1. Must be able to demonstrate that they have competent supervision on site (e.g. CISRS 5 day Scaffold Supervisor training course and hold a CISRS Scaffold Supervisor card).
		2. A qualified CISRS Scaffolder or CISRS Advanced Scaffolder working within his capability is suitably qualified to lead the scaffold operations within a gang/squad of scaffolders and to direct the practical operations on site.
		3. Must employ competent scaffolders for the type of scaffolding to be undertaken on site as defined in item 3.2 below.
		4. Management, Supervision and operatives must have received relevant training on NASC training course TG20 and SG4 (Latest Editions)
		5. Must have access to competent scaffold designers**.**
		6. Must ensure that all deliveries of scaffolding materials are undertaken in a safe manner and consideration is given to the risk of falls from vehicles and as such this work is undertaken in a safe and controlled manner
		7. Must ensure all where powered lifting equipment is used to deliver the components of the scaffold, that correct certification of competence for the user and certificate of test and thorough examination is available for the equipment.
	2. **Scaffolding Operatives**
		1. **Scaffolding Labourers**
			1. Labourers must have received scaffolding manual handling training
			2. Labourers must be adequately trained to allow them to carry out their duties safely
			3. A CISRS Scaffolders Labourers card is available for operatives carrying out these duties
			4. Labourers are only allowed to work at ground level or with safe access to a fully boarded and double guard railed section of a scaffold platform passing scaffolding equipment.
		2. **Trainee Scaffolder**
			1. Must have received scaffolding manual handling training
			2. Must hold a current CISRS Trainee Scaffolders card
			3. Can only work under the direct supervision of either a CISRS Scaffolder or CISRS Advanced Scaffolder at all times.
			4. An operative is considered a Trainee Scaffolder until they have completed all requisite training and assessment i.e. CISRS Part 1, CISRS Part 2, S/NVQ 2, H&S testing and hold a CISRS Scaffolder Card, irrelevant of their time in the industry.
		3. **Scaffolder**
			1. The Scaffolder must hold a current CISRS Scaffolders card
			2. The lead hand of a scaffold gang using system scaffolding must have successfully completed the relevant CISRS Systems product training.
			3. Scaffolders can work on the following structures:
				* Independent tied scaffolding
				* Putlog scaffolding
				* Birdcage scaffolding
				* Tower scaffolding (steel)
				* Truss-out scaffold
				* Scaffolds with beams
				* Protective fans
				* Pavement gantry
				* Loading bay
				* Roof saddle scaffold
				* Splay scaffold
				* Roof edge protection
				* Tie testing
				* They are entitled to work on Advanced or complex design structures but only under the direct supervision of an Advanced Scaffolder.

THIS IS NOT AN EXHAUSTIVE LIST

* + 1. **Advanced Scaffolder**
			1. Must hold a current CISRS Advanced Scaffolders card
			2. The lead hand of a scaffold gang using systems scaffolding must have successfully completed the relevant CISRS Systems product training.
			3. Advanced scaffolders can work on any tube and fitting steel scaffolding structure including the following:
				- Tubular drop scaffold from steelwork
				- Cantilever drop scaffold
				- 2 Cord Raking shore
				- 3 Cord Raking shore
				- Dead shore
				- Flying shore
				- Temporary roof scaffold
				- Stairways
				- Ramps

THIS IS NOT AN EXHAUSTIVE LIST

1. **Scaffolders Safety and Personal Protective Equipment**
	1. Scaffolders shall at all times wear the following minimum PPE at all times whilst working on site:
		1. Safety helmet
		2. Safety footwear
		3. High Visibility vest.
		4. Gloves
		5. Fall arrest harness with rear dorsal ring, a fall arrest lanyard and 55mm opening scaffold connectors and detailed in their risk assessment documents
		6. Other PPE as required by the work task or local site requirements
	2. Whenever harnesses being are used, rescue plan(s) must be in place before commencement of work on site.
	3. Suppliers must adhere to recommended methods of work within the guidance, giving collective risk control measures priority over individual methods where practicable.
	4. All Scaffolding materials must be passed from hand to hand or raised and lowered in a controlled manner. (light line or Gin Wheel & Rope etc) The uncontrolled passing or dropping of any scaffolding materials is not permitted.
	5. All lifting operations must be undertaken within the scope of the Lifting Operations & Lifting Equipment Regulations (LOLER)
2. **Scaffolding Design**
	1. Where additional scaffolding design input is required (i.e.: those scaffolds that are not designated as a “Basic Scaffold” in NASC TG20 Latest Edition) the design shall be provided by a competent scaffold designer and the appropriate design standard followed. The costs of producing and amending design schemes (where required) will be reflected within the scaffold contractor’s quotation etc.
	2. All system scaffolding is to be erected in accordance with the manufacturers design manual/erection guide or be subject to a specific design.
	3. Where design drawings are produced, they shall include an elevation of the scaffold with all tie positions marked on the drawing clearly stating the required tie classification light duty, standard or heavy duty.
	4. Where appropriate, standard scaffold design solutions may be permitted to determine design input of certain scaffold structures (Stair towers etc.)
	5. A system for the management of design variations shall be in place.
	6. Copies of scaffold design drawings shall be issued to/held on site.
3. **Minimum Scaffolding Requirements**

The following minimum scaffolding requirements shall be in place on all sites:

* 1. **Scaffold Tube**

All scaffold tube must be galvanised and comply with BS EN 39:2001 or BSEN 10210-1 2006 and to be marked in such a way as to identify the owner.

* 1. **Scaffold Boards**
		1. All scaffold boards must comply with BS2482:2009
		2. Short boards (less than 2.14 metres long) are to be secured to prevent displacement as are internal boards that are considered likely to be displaced accidently.
		3. Other than at returns of scaffolds lapped boards to be avoided so far as reasonably practical.
	2. **Scaffold Fittings**
		1. All scaffold fittings must comply with current UK industry standards. (BSEN 74 etc.)
	3. **Brick guards, Sheeting and Debris netting**
		1. In accordance with the contract specifications,(which should include a suitable risk assessment by the main contractor) scaffolds may require brick guards, sheeting or debris netting fitted.
	4. **Scaffold Loading Bays**
		1. All Scaffold loading bays (except where cranes are used) shall be fitted with scaffold loading bay gates that protect operatives from the exposed edge when in an open position and prevent falls of operatives and/or materials when in a closed position.
		2. Scaffold loading bays to be provided with brick guards or similar protection to the perimeter.
		3. Scaffold loading bays must have clear signage to provide users with clear information regarding safe working loads.
	5. **Access/egress to Scaffolds**
		1. Access/egress to scaffolds must be provided in order to comply with the Work at Height Regulations 2005, HSE guidance and with regard to the hierarchy as follows:
		2. External ladder access should be provided to no more than two lifts (Nominally 4m)
		3. Considerations that need to be made regarding the assessment of suitable access and egress from scaffolds may include:
* Height and width of scaffold.
* Number of people using the scaffold at any one time.
* Duration of scaffold hire.
* Local emergency requirements. (Fire, evacuation etc.)
* Type of work to be undertaken on scaffold (e.g. access to confined space entry work and asbestos removal enclosures whilst using full face respirators etc. requires a higher degree of assessment for access and egress).
	1. **Internal Edge Protection**
		1. Internal edge protection on scaffold platforms to conform to NASC SG29 (Latest Edition) “Internal Edge Protection on Scaffold Platforms”
	2. **Scaffold Ties**
		1. All concrete/masonry anchors that are used for the installation of scaffold ties must be tested with a proof load of 1.25 times the required tensile load using a purpose made scaffold tie tester. Records of tie test result must be maintained.
		2. When working on domestic premises the occupier must be informed prior to any drilling taking place for masonry anchors, or where it may be necessary to rake out brickwork joints to support a “putlog” scaffold.
	3. **Hop Up/ Stage Brackets**

6.9.1 Hop up/stage brackets shall be used in accordance with NASC Guidance Note SG32 Guidance on the Provision of Inside Board Brackets (Hop up/Step down) (Latest Edition).

1. **Scaffold Handovers and Statutory Inspections**
	1. All Scaffolding should use a “DO NOT USE” notice for restricting access to the scaffold until the scaffolding has been inspected and handed over for use.

**Scaffold Handover**

* 1. When each scaffold is completed, a competent employee of the Scaffolding Contractor will inspect the scaffold for compliance with regulations, codes of practice and this policy and then complete, as a minimum, a scaffold handover certificate and ensure that the client’s representative receives a copy. Where applicable, the green insert of a tag type inspection system (if used) shall be completed and located at the access point of the scaffold, and the first entry made in the statutory scaffold inspection register by the competent person.

**Scaffold Inspection**

* 1. Regular statutory inspections of the scaffolding shall take place at least every 7 days or after any event likely to have affected the scaffolds stability. All inspections must be recorded. The tag type system insert (if used) shall also be updated to record the inspection. (where applicable).

*Note: Any tag system is a supplementary check only and does not replace the statutory inspection and report as required within the Work at Height Regulations 2005.*

* 1. All initial and weekly scaffold inspections must be undertaken by a competent person who has attended a nationally recognised scaffold inspection training course. (e.g. CISRS Scaffold Inspection Training Scheme (SITS) Basic or Advanced), alternatively a CISRS Scaffolder or Advanced card holder can be deemed competent to inspect structures up to the grade of their card i.e. CISRS Scaffolder Basic Structures, and Advanced Scaffolder all structures.

#  Risk Assessments and Method Statements

* 1. Each individual scaffold structure must have a job and site specific risk assessment recorded in writing which is accepted by the Client that the Scaffolding Contractor is working for before work commences to erect, alter or dismantle a scaffold.
		1. All risk assessment will be carried out in line with the Scaffold Contractors Health and Safety Policy and must be approved by the client
		2. All method statements will include a full description of the scaffold including size, location, number of boarded lifts, the number of working lifts, sheeting status and loading classification.
		3. Risk Assessment and Method Statements shall be communicated to operatives. Copies of all Risk Assessments and Method Statements should be held on site as a minimum and be compliant for the duration of the contract.