

Winterstoke Road Bridge Replacement

Invitation to Tender (Restricted) Volume One - Instructions for Tendering

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Invitation to Tender (Restricted) Volume One – Instructions for Tendering



For the Winterstoke Road Bridge Replacement

Please submit by: [\[TBC\]](#)

Volume One

Instructions to Tender
Tender submission guide
Evaluation Model

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1. Scope of the Contract

- 1.1 The existing bridge at Winterstoke Road carries a 'C' class highway across the main London-Exeter railway line and enables vehicle access to industrial and residential areas from Weston-super-Mare town centre. The bridge was built in 1943 by the Ministry of Defence (MOD) as part of the airfield; however, unusually on adoption of the highway asset, the ownership of the bridge structure was not transferred, so it remains a MOD owned asset. The bridge is now at the end of its design life and, without significant work or replacement, would need to be closed for use as unsafe. The existing structure currently has a 7.5t weight limit imposed.
- 1.2 A whole life cost analysis for dealing with the structure, completed on behalf of the MOD, concluded that the preferred option is complete replacement of the bridge, and as such this contract is for the replacement of the Winterstoke Road Bridge - to include preliminary design, the provision of advice as regards planning and other matters, detailed design and construction ("the Project").
- 1.3 The successful bidder will be asked to enter into two (2) separate, but linked agreements for delivery of the Project:
- 1.3.1 an nec4 Professional Services Contract (June 2017) main Option C for completing the preliminary design and ancillary services (the "Stage 1 PSC"); and
 - 1.3.2 an nec4 Engineering and Construction Contract (June 2017) main Option C for detailed design and construction (the "Stage 2 ECC").
- 1.4 At tender bidders are being asked to submit two (2) sums – a set of Prices for the Stage 1 PSC, and a set of Prices for the Stage 2 ECC. The Prices you submit for the Stage 2 ECC at this stage represents your initial target cost for the detailed design and construction stage of the Project (your "Initial Target Cost" or "ITC").
- 1.5 The Initial Target Cost you submit as part of your bid may only be varied under and in accordance with the terms of the Stage 1 PSC and Stage 2 ECC, and for the avoidance of doubt the ITC may go down, as well as up. You will only be appointed to undertake the Stage 2 detailed design and construction phase of the Project if instructed to do so by the council. If the council wishes you to undertake these Stage 2 activities, then it will issue to you a "Confirmation of Notice to Proceed" signed on behalf of the client - in the form attached to the Stage 1 PSC. On receipt of any Stage 2 Confirmation of Notice to Proceed you will execute and return (unamended) the documents referenced in that Stage 2 Confirmation of Notice to Proceed before commencing any Stage 2 detailed design and construction activity.

Stage 1
Stage 2

2. Timetable of Key Dates

- 2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the council does not intend to depart from the timetable it reserves the right to do so at any stage.

STAGE	DEADLINE/ DATE
SQ published on the Portal ¹	23rd July 2020
SQ Submission deadline	13:00 (1pm) 24 August 2020
SQ Evaluation/moderation	End Aug 2020
Notify Shortlisted Bidders/Issue Tender Documentation (estimated)	w/c 7 Sept 2020
Tender Submission Deadline (estimated)	2 Nov 2020
Tender Evaluation Period (estimated)	Mid Nov 2020
Moderation (estimated)	w/c 16 Nov 2020
Issue Alcatel letters (estimated)	17 Feb 2021
Alcatel period ends (estimated)	1 Mar 2021
Contract Start Date (estimated)	Early March 2021

3. Bidder's Responsibility

- 3.1 It is the responsibility of the bidder to satisfy themselves as to the nature, extent, circumstances and situation of the Project and bidders will be held to have, by their own independent site visits and inspection, fully informed and satisfied themselves as to the deliverability of the Project in accordance with the contract.
- 3.2 Bidders will be taken to have, by their own examination of the contract documents, satisfied themselves as to the full requirements of the contracts.
- 3.3 Bidders should be aware that the council envisages that the contractor should mobilise to commence work on Stage 1 of the Project 2 (two) weeks after the date of contract award. The contractor shall be prepared to commence the service when advised.
- 3.4 The bidder must satisfy themselves that execution of the contracts is within their capabilities and powers and demonstrate this to the council.

4. Council Clarifications

- 4.1 The council may well wish to conduct interviews, make enquiries of your existing customers, sample services, carry out site visits and/or require further information of you at any stage during the tendering process.
- 4.2 The council reserves the right to clarify any element of the submitted tender.
- 4.3 The council may reject non-compliant tender responses.

5. Anti-collusion Certificate

- 5.1 You must complete the Anti-Collusion Certificate found in Volume 2, Part 3. If you do not do so, the council reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to

¹ Following publication of OJEU site visits may be requested via the online Portal referred to in this ITT.

bind yourself to the Anti-Collusion Certificate as though you had completed it. You should also note that the council will regard the lodging of a false Anti-Collusion Certificate as grounds justifying immediate rejection of your tender without further reference to you or for immediate termination of your contract in the event of a successful tender.

6. Transfer of Undertakings and Protection of Employment Regulations

- 6.1 The council is assuming that the European Acquired Rights Directive No 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") will not apply to this contract. Seek the advice of the Strategic Procurement Service if you believe TUPE will apply to your tender.

7. Monitoring

- 7.1 The contractor is required to collaborate with the council over the contract period to achieve continuous improvement in the quality and delivery of the services in accordance with the council's obligations under Part 1 of the Local Government Act 1999.

8. The Councils Corporate Initiatives

- 8.1 The council strives to improve the environment and quality of life of North Somerset and its surroundings. You should attempt to demonstrate that you can and will seek to make a positive contribution to the council's energy and environmental aspirations.

9. Freedom of Information Act

- 9.1 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The council currently expects the position as to what information may be accessible to the public to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issues decisions in this area. Nor can the council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your tender, you are taken to accept this.

Information	How it is treated
Tender submissions	Will be treated as publicly inaccessible at least until the successful bidder has signed the contract.
Identity and amount of tenders	The identity and amount of the successful tender will become publicly accessible during the award process. The identities and amounts of unsuccessful tenders will remain inaccessible. If amounts appear in publicly accessible documents, the bidders will normally not be identified by name. Unsuccessful bidders will continue to have their existing rights to know details about their own tender, but not other peoples.

Information	How it is treated
Contract documents as completed by the successful bidder	Accessible during the advertisement period under the council's auditing regime.
Amounts spent on purchases etc.	Accessible
Trade secrets and other information that is genuinely commercially confidential	Under European Law the council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so.

10. Whistleblowing

- 10.1 Council contracts include provisions under which the contract will be terminated if the contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Bribery Act 2010.
- 10.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 10.3 The council takes these issues very seriously. It encourages all contractors, bidders or for that matter anyone else, to contact it if any Councillor, employee or other contractor, bidder or potential bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.
- 10.4 If so, or for that matter in respect of any concerns a contractor may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the council's whistle-blowing policy. This can be found on the council's publicly accessible website.
- 10.5 You should not attempt to canvass any Member or Officer of the council about your tender or try and obtain confidential information relating to the service or the tendering process from anyone associated with the council or from any other past or present contractor to the council. If you do so your tender is likely to be rejected.

11. Instructions to Bidders

- 11.1 Tenders must be submitted in accordance with the following instructions. Any tenders not complying with the requirements of the tender may be rejected by the council, whose decision in the matter shall be final.
- 11.2 These instructions are designed to explain matters to bidders in simple terms. If there is any conflict or incompatibility between these instructions and any condition or provision in the contracts, the contracts shall prevail.

- 11.3 Bidders should read the instructions and guidance 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.
- 11.4 All tender documents must be completed in their entirety. The bidder who is awarded the contract will be required to sign further documentation.
- 11.5 By submitting a tender, you will be taken to have agreed that your tender will remain open for acceptance for a minimum of 180 days from the closing date.
- 11.6 Bidders may modify their quotation prior to the deadline for receipt. No quotation may be modified subsequent to the deadline for receipt. Bidders may withdraw their quotations at any time prior to accepting the notification of award.
- 11.7 Tenders must not:
- Be qualified;
 - Be conditional;
 - Be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.
- 11.8 If the council suspects that there has been a technical or arithmetical error in the submission, the council reserves the right to seek such clarification as it considers necessary from that bidder only.
- 11.9 All clarifications either by the bidder or the council must be made via the Portal only.
- 11.10 All clarification questions must be received no later than 13:00 on Friday [x] 2020 to allow time within the Invitation to Tender period for a detailed response to be distributed.
- 11.11 Bidders may request amendments to the terms & conditions within the timescale set out below. The council reserves the right to accept, partially accept or wholly reject any amendments to the terms and conditions entirely at its own discretion.
- Where amendments to the terms and conditions are made, these will be released as clarifications to all bidders.
- All requests to amend the terms and conditions must be received no later than 13:00 on Monday [x] 2020 to facilitate this.
- [Dates will be inserted post the selection stage of the procurement, but please see Timetable of Key Dates above at this stage]
- 11.12 All documentation supplied by the council shall remain its property and confidential to it. Bidders may not without the council's written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the council may make available to bidders all of which shall remain confidential to the council.

- 11.13 Only tenders submitted without qualification strictly in accordance with these instructions will be accepted for consideration. The council's decision as to whether or not a tender complies with these instructions will be final.
- 11.14 The council does not bind itself to accept the lowest or any tender and shall not be liable for any loss or expense incurred by any bidder in the production of the tender or as a result of its decision not to award the contract to any bidder or to cancel the procurement process at any time.
- 11.15 The council reserves the right to accept all or part of an offer.
- 11.16 The bidder must convince the council that their tender is both realistic in financial terms and that the quality standards interpreted from the tender documents are achievable. Bidders should note that if in the opinion of the council the tender submitted is considered to be abnormal in any respect it could be excluded. The council reserves the right to reject the tender as being abnormally low in accordance with the EU procurement regime. Any bidder found to be in that position **will** receive a written request for clarification of their bid and / or be asked to attend a meeting with the council, before the council makes its determination as to whether a bid is abnormally low or not.

12. Completing the Invitation to Tender

- 12.1 These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the tender document. Failure to adhere to this request may invalidate your tender and you are reminded of 11.13 above.
- 12.2 You must complete the Invitation to Tender in English and in the format outlined in the Form of Tender (Volume One, 15) and return it via the online procurement Portal, to arrive not later than the date specified on the front page.
- 12.3 You should provide your responses to the quality questions in accordance with Volume Two. If it is really necessary for you to refer to another document that you are submitting with your tender, it is your responsibility to make sure that you do this clearly, in a way that is easy to follow and identifies which document, and the page and paragraph that deals with the question. If the reference is ambiguous or the council cannot trace or follow your answer, that will be at your risk, and is likely to have a detrimental effect on the evaluation of your tender.
- 12.4 Where a word limit has been indicated for a specific response, please do not exceed this limit. Where a response exceeds the number stated in the question, the additional words will not be read and will be disregarded from the evaluation.
- 12.5 Where a word limit has been indicated, the bidder should add their word total at the end of each specific response.
- 12.6 Tenders should be submitted in pounds Sterling and exclusive of Value Added Tax (VAT).

- 12.7 If there is any question in the tender documentation you cannot answer or any requested information you cannot provide, you should give a full explanation as to why within your tender documentation.
- 12.8 Please do **NOT** submit your tender as one PDF file or provide your responses to method statements or other questions in PDF files. This makes the evaluation process very difficult.

13. Pricing Schedule

- 13.1 The pricing schedules, i.e. the Stage 1 Activity Schedule and Stage 2 Activity Schedule can be found at **as separate documents**.
- 13.2 Please sign and date the pricing schedules. Electronic signatures are accepted as per the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 and the Electronic Communications Act 2000.
- 13.3 Prices must be kept open for a period of 180 days from your submission.

14. Communication and Clarification

- 14.1 The council is utilising an electronic tendering tool to manage this procurement and communicate with bidders with the contract being awarded using the Portal 'Supplying the South West'.
- 14.2 During the tender process, any communication with the council shall be via the on-line Portal. After the closing date for receipt of tenders the council expects only to make contact with bidders for the following purposes:
- To arrange an accompanied site visit,
 - To clarify a response or document received as part of the bidder's submission,
 - To inform bidders of the award decision,
 - To agree the commencement date.
- 14.3 If you have any enquiries about the contract documentation which might have any bearing on your tender, you should raise these through the online Portal, and in any case not later than seven calendar days before the date for return of tenders. Where such an enquiry has been made, the council will circulate a copy of the enquiry and its written reply to all bidders but will preserve the anonymity of the enquirer.
- 14.4 Bidders should notify the council promptly of any perceived ambiguity, inconsistency or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All questions and/or requests for information regarding this tender should be made via the on-line Portal, using the messaging function.

- 14.5 Where such queries require revision of the tender/contract documents, a tender amendment shall be issued via the Portal.
- 14.6 The council may make changes to the contract documentation with any such changes notified to the bidder via the on-line Portal as tender amendments. Where such tender amendments are issued within six working days of the submission date, the council shall extend the deadline of the tender period where significant changes are made.
- 14.7 Bidders will be notified of the outcome of their tendering according to the indicative timetable provided at 2.0 above, and no useful purpose will be served by communications with the council in the meantime, unless invited to do so by the council.
- 14.8 Any tenders received after the specified deadline will not be considered unless the closing date for receipt of tenders is formally extended by the council and communicated. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the bidders control, however this will be permitted only at the discretion of North Somerset Council and their decision on this will be final.
- 14.9 Tenders must be based upon the conditions set out in the following documents, otherwise they may be rejected technically, commercially or both on the grounds of non-compliance.

- Instructions for Tendering Volume One
- Invitation to Tender Volume Two
- The Scope (Preamble, Volumes 1 and 2)
- Draft Contract Documents for Stage 1 and Stage 2 of the Project
- All Appendices

(together referred to as the 'contract documentation')

- 14.10 Bidders must complete the following documents which will form part of the contract with the council if the Bidder is successful.

- Completed Quality Submission (Volume 2, Part 1)
- Completed and signed Pricing Schedules/ Activity Schedules
- Completed Anti-collusion Certificate (Volume 2, Part 3)
- Completed Certificate as to Canvassing (Volume 2, Part 3)
- Completed Form of Tender (Volume 2, Part 3)

(together referred to as the 'tender documentation')

- 14.11 Prices quoted shall be exclusive of VAT.
- 14.12 Any information provided that has not been asked for will not be taken into consideration.
- 14.13 Tenders will only be accepted electronically if issued on www.supplyingthesouthwest.org.uk Portal. Tenders will not be accepted by fax or e mail unless otherwise agreed on an individual basis.

14.14 The tender documents must not be amended by the bidder, save were such amendments are expressly allowed, e.g. in devising the Activity Schedules in the Pricing Schedules.

14.15 The submission of a tender by the bidder is deemed to mean that they have understood the nature and extent of the service and works required, as well as the contracting model being utilised. No claim founded on a bidders failure to obtain interpretation of the contract prior to submission of their tender will be considered.

15. Form of Tender

15.1 You are to submit your tender in the following format with the required information. Failure to do so may disqualify your tender.

Part/Section	Required information	Further information
Volume 2 Part 1, 1.10	Quality Submission	Complete all questions posed within this section, pay close attention to the weightings
Volume 2 Part 2 separate documents	Pricing Schedule	Please complete the pricing schedule, i.e. Activity Schedules (x2) in full in the format given. Please ensure that you read any guidance given in this section. Please also remember to complete the relevant parts of Contract Data Part Two and to include those in your response
Volume 2 Part 3, 3.1	Non-Collusive Tendering certificate	Complete, sign and submit the Anti-Collusion Certificate
Volume 2 Part 3, 3.2	Certificate as to Canvassing	Complete, sign and submit the Certificate as to Canvassing
Volume 2 Part 3, 3.3	Form of Tender Letter	Complete, sign and submit the Form of Tender Letter

16. Tender Evaluation

16.1 The council will evaluate tenders on the basis of what is the most economically advantageous to it. It proposes to take into account both quality and price and will take into account any loading of rates or manipulation of the programme that could represent a financial implication for the council.

16.2 All tenders will be scored on a ratio of:

40% Quality
60% Price

16.3 The weighting attributed to each of these quality questions is indicated below and confirmed against each of the questions.

Key Section Question/s	Outline	Weighting %
Part One	Quality Submission	
1	Organisation, Key People and Delivery	35%
2	Social Value and Environmental Impact	10%
3	Minimising/ Eliminating disruption to rail and road users	30%
4	Minimising Carbon and Environmental Net Gain	15%
5	Project Risks	10%
	Total Score	100%

16.4 Quality questions will be scored using the scoring matrices set out in Volume 2.

16.6 Price will have a total weighted score of 60% and will be split into a series of areas for assessment:

1) Stage 1 PSC Target Cost, PSC fee percentage and PSC overhead percentage

The Stage 1 PSC Target Cost (as per a bidder's submitted Preconstruction Activity Schedule) *fee percentage* and *overhead percentage*² (both as submitted in a bidder's Contract Data Part Two) are to be assessed.

The total score available for these elements of the evaluation shall be 35% (i.e. 35% of the total score of 60%) broken down as follows:

- PSC Target Cost 20%
- *PSC fee* 10%
- *PSC overhead percentage* 5%

The elements will be scored according to the following:

$$\text{Normalised Stage 1 PSC Target Cost score} = \frac{\text{Lowest Stage 1 PSC Target Cost} \times 100}{\text{Stage 1 PSC Target Cost}}$$

$$\text{Normalised PSC fee percentage score} = \frac{\text{Lowest PSC fee percentage} \times 100}{\text{PSC fee percentage}}$$

$$\text{Normalised PSC overhead percentage score} = \frac{\text{Lowest PSC overhead percentage} \times 100}{\text{PSC overhead percentage}}$$

² Bidders should note that if more than one *overhead percentage* is submitted, an average of those submitted shall be used for assessment.

2) Stage 2 ECC Initial Target Cost

The Stage 2 ECC Initial Target Cost (as per a bidder's submitted Main Works Activity Schedule) and *fee percentage* (as submitted in a bidder's Contract Data Part Two) are to be assessed³.

The total score available for these elements of the evaluation shall be 65% (i.e. 65% of the total score of 60%) broken down as follows:

- ECC Initial Target Cost 50%
- *ECC fee percentage* 15%

Normalised Stage 2 ECC Initial Target Cost score = $\frac{\text{Lowest Stage 2 ECC Initial Target Cost} \times 100}{\text{Stage 2 ECC Initial Target Cost}}$

Normalised Stage 2 ECC *fee percentage* score = $\frac{\text{Lowest Stage 2 ECC fee percentage} \times 100}{\text{Stage 2 ECC fee percentage}}$

- 16.7 Once the total pricing submission score is determined (by combining your score for each element above) it will be combined with the weighted quality submission score to give the total weighted score. Bids will be ranked in descending order by their total weighted score. The bidder with the highest overall score who has also passed the Pass/Fail criteria will be awarded the contract.

17.0 Submission of Tender - Electronic Tendering

- 17.1 The council is utilising an electronic tendering tool to manage this procurement and communicate with bidders. Accordingly, there will be no hard copy documents issued to bidders and all communications with the council including the submission of bidders responses will be conducted via the Portal.
- 17.2 Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents less than two hours before the deadline. If you experience any technical difficulties in the lead up to the deadline, please contact a member of the Strategic Procurement Service to discuss.
- 17.3 For all support issues bidders must in the first instance log their query via the following email:

- proContractSuppliers@proactis.com

If the query is of a time sensitive nature they also have an Emergency Contact number:

- 0330 0050352

In the first instance bidders should log their call using the email address provided.

³ Note that the Data for the Schedule of Cost Components sections contained in Contract Data Part two are not to be used as part of this contract and as such are not to be assessed.

- 17.4 It is the bidders responsibility to ensure that all documents are uploaded on time. The Portal will hold all of the information that bidders upload securely until the Tender opening date.

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