Bath & North East Somerset Council

INVITATION TO TENDER
for the Provision of

D&B PRINCIPAL CONTRACTOR
For Pixash Consolidated Waste and Recycling Transfer Depot

under the Restricted Procedure

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The Restricted Procedure must only be used where the value of the contract to be awarded is above the Threshold for Goods and Services. Please speak to Procurement if unsure. It is illegal to use this procedure for a contract below the said threshold.

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INTRODUCTION TO BATH & NORTH EAST SOMERSET COUNCIL

Bath and North East Somerset (**B&NES**) is a unitary authority created on 1 April 1996 following the abolition of the County of Avon. The Council has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets & fairs, refuse collection, recycling, cemeteries & crematoria, leisure services, parks, and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km^2), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal settlement in the district.

Bath developed as a spa resort in Georgian times and remains a major cultural tourism centre having gained World Heritage City status.

The CORPORATE STRATEGY

The Corporate Strategy is the Council's overarching strategic plan. It sets out what we plan to do, how we plan to do it, and how we will measure performance. The Strategy was agreed at the Cabinet Meeting on 22 July 2020. You can view the details on our website -https://beta.bathnes.gov.uk/corporate-strategy-2020-2024-survey

We have one overriding purpose – **TO IMPROVE PEOPLE'S LIVES**.

We have two Core Policies:

i) TACKLING THE CLIMATE AND NATURE EMERGENCY

In 2019, we declared a climate emergency across Bath & North East Somerset. Our commitment is to net zero carbon by 2030.

ii) GIVING PEOPLE A BIGGER SAY

We want to make sure we are involving local people, parish councils and others in our decision-making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

SUPPLIERS AND CONTRACTORS WHO DO BUSINESS WITH THE COUNCIL MUST COMMIT TO HELPING THE COUNCIL MEET THESE OBJECTIVES

STANDARDS REQUIRED BY CONTRACTORS AND SUPPLIERS

Please read this section carefully and please request further clarification if appropriate to enable you to perform the Contract in an effective and efficient manner and in accordance with Council procedures and expected standards of behaviour.

Equalities

- In your work you are expected to comply with Council policies and legislation (Equality Act 2010).
- B&NES is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength which contributes to the social and economic prosperity of the area.
- The Council aims to provide appropriate, accessible and effective services and facilities to all sections of the community without prejudice or bias and equality of opportunity in all aspects of employment.

Health and Safety

- The Council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations.
- Health & Safety is everybody's responsibility and we must all be continuously aware of our own safety and the safety of others in everything we do.
- Contractors must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do
- You must co-operate with your employer and B&NES on health and safety
- You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions
- You must not interfere with or misuse anything provided for your health, safety, or welfare

Code of Conduct

- You are expected to give the highest possible standard of service with impartiality.
- Do not use any information obtained during the course of your Contract with B&NES for personal gain or benefit. Do not pass it on to others who might use it in such a way.
- You must follow all policies of the Council and not allow your own personal or political opinions to interfere with your work.
- You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community.
- It is expected that everyone working for/on behalf of the Council shall:
    - be honest;
    - maintain a high standard of integrity and conduct at all times;
    - not use his/her position to further private interests or those of relatives and friends.

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- You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts.
- No harassment of any kind will be tolerated. This includes but is not limited to sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient.

Electronic Access (if relevant)

- Do not use any log on or password that has not been specifically set up for you.
- Any use of e-mail or Internet facilities, business or private, must not breach the law.
- Do not send, access or transfer any information or message that is defamatory.
- Do not download, copy or transmit materials in breach of the Copyright, Designs and Patents Act.
- Do not access, transmit or display any material with a content that is forbidden e.g. sexual material.
- Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate B&NES contact.

General

- The Council will not tolerate unacceptable behaviour and will take appropriate action if required.
- Generally, the test of reasonableness should apply - “Would it be reasonable…….?

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SECTION 1 – THE REQUIREMENT

1.1 Overview and Background

The Council wishes to appoint a D&B Contractor for the provision of Design and Construction of the Proposed new Waste Transfer and Recycling Facility project at the Pixash Lane Site, Pixash Lane, Keynsham, BS31 1TP.
The Council is managing this procurement in accordance with the Public Contracts Regulations.

This is a NEC being procured under the Restricted procedure.

The proposals are for the redevelopment and consolidation of a reuse and recycling centre and adjacent land with associated staff parking, access and landscaping works to include the provision of the following:

(i) A public Re-use and Recycling Centre (RRC);
(ii) Material Recovery Facility (MRF);
(iii) Waste Transfer Station (WTS);
(iv) Trader (bulky waste) Transfer Station (TWTS);
(v) Vehicle fleet storage and maintenance;
(vi) MOT centre (public);
(vii) B&NES Parks and Grounds maintenance storage;
(viii) B&NES Highways winter service and salt store;
(ix) Ancillary office and welfare

The site is located on 4 hectares of council owned land accessible from Pixash Lane and Worlds End Lane. The site currently operates a public recycling and re-use facility, shown in NW corner, which will need to remain operational throughout the first phase of works. Only when the new public facility has been commissioned and opened, can the former facility be closed. The buildings (a former MoD printworks and warehouse, two residential dwellings and assorted small agricultural outbuildings) shown in the southern half of the site are currently being demolished, and this will include any associated structural slab and foundations to these buildings. Type 2 CF2 recycled crushed hardcore will be left onsite for use at construction phase. The demolition work will be completed by May 2021 under demolition planning approval, 20/04388/DEM.

The total cumulative proposed floor space of the new buildings is 9,487 sqm Gross Internal Area (GIA) and 9,966 sqm Gross External Area (GEA). The principal-built structure is the Material Recovery / Recycling Facility (MRF) building which is proposed to be located on the north part of the site parallel with the railway.

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The 10-15 year forecast for annual waste tonnage for this site is shown below:

EP tonnages pa	Revised
RRC	20,000
WTS (residual)	40,000
Garden Waste TS	22,000
Traders/bulky TS	10,000
MRF	60,000
Street sweepings	500
	152,500

The Council will require design and construction and shall be let on an NEC4 Engineering and Construction Contract, Option A - priced contract with activity schedule will be used.

1.2 Strategic Objectives of the Contract

B&NES Waste and Environmental Services (W&ES), the Client, have set out the following objectives for the project:

• To meet current demands, following the growth of public waste and recycling and increased legislation over the past 15 years.

• Build a modern waste and recycling management facilities to meet future targets, housing growth and legislation changes, including the Climate and Nature Emergency.

• To manage efficiencies through a consolidated site / depot, reducing travel from the existing split site locations – so improving environment and travel efficiencies across B&NES.

• Provide 'best practice' of other similar successful projects with quality and 'whole life' costing (40-year design lifespan)

• Incorporating through the principles of The Construction (Design & Management) Regulations - CDM 2015, health and safety and in-use design planning: to improve accessibility, maintenance, flexibility and adaptability.

• Deliver legal and environmental compliance for; site planning and environmental constraints, transport and parking strategy planning, waste site permitting and licencing, and stakeholder engagement and local consultation.

• Provide and consider suitable and secure personal transport facilities (ie car parking / cycle storage) etc.

• Incorporate flexibility and 'future proofing' of facilities, to adapt to behaviour and strategy developments related to climate change and carbon reduction targets.

• Provide value for money and realise operational revenue efficiencies and reduce service pressures from growth.

• Meeting timescales required to complete new site in phases, minimising disruption to existing service provision, by end 2022.

• Provide public Reuse and Recycling Centre (RRC) with extended facilities to be operational prior to closure of existing facilities (on the same site), for residents to

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dispose and recycle bulky and hazardous household wastes

• Provide suitable, office, meeting/training, welfare (wc's, breakout and canteen, locker/dry rooms), and reception spaces for multi-use areas, exploring options for a centralised facility and/or possible multi-location units

• Provide a safe education area for school or group visits, to include viewing areas and multi-use meeting/ presentation spaces.

1.3 Specification

Contract Preliminaries, Works Information and Site Information are included within the tender pack

The programme highlights key milestone dates that the council need to achieve and as such forms two defined phases of work.

- Phase 1: redevelop and commission a new highway section, currently Worlds End Lane, which will provide the planned domestic traffic access and egress to site, incorporating cycle lanes and a new pedestrian foot path, terminating at the SE boundary of the site. Worlds End Lane currently provides overhead electrical and telecoms to other neighbouring properties and underground water and fire hydrant and gas services, as well as vehicular access to neighbouring / adjoining properties.

  Construct and commission the proposed new RRC, public and operational sections and the vehicle servicing building with welfare and offices. All associated sub-ground services and ground works required to enable these two key service provisions to be open and operational by 27th March 2022. (allowing 1 week to transfer operations and decommission former depot).

  The key drivers for this milestone date: Lease break clause for Locksbrook vehicle servicing and to enable continuity of service provision for the public Recycling facility and closure of the existing public RRC Facility.
- Phase 2: completion of the remaining site works with operational service commissioning and handover by early January 2023. This milestone is required for Homes England grant funding handover of Midland Road depot, Bath and lease break and handover of MRF facility, Ashmead Road, Keynsham.

1.4 Lots

Not Applicable

1.5 Term of Contract or Service Requirement Date

This agreement will commence on 26th July 2021 and expire on 28th January 2023. There will be a sectional completion requirement of the first phase of works by 25th March 2022

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1.6 **Estimated Value of Contract**

£28 million

1.7 **TUPE**

Not Applicable

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SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 E-Tender System

The Council uses the Supplyingthesouthwest e-Tendering system to issue Invitations to Tender and to receive responses from Bidders.

Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-Tendering system at www.supplyingthesouthwest.org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.

Assistance in relation to the e-Tender system is available to Bidders via the Supplier Help facility on the Login page. Supplier Guidance documents are also available to view and download. If you are still unable to resolve your issue in using the system you should send an e-mail to ProContractsuppliers@Proactis.com explaining the nature of your query.

2.2 Register Intent or opt out

The "Register Intent" button will be greyed out until the mandatory requirement to click on "View ITT" has been carried out.

Once the Tender Information has been viewed Bidders will be able to click on "Register Intent" which will inform the Council of your intention to respond to this opportunity.

If a Bidder does not wish or is unable to submit a Tender and not interested in proceeding, then they should click "Opt Out" to decline the opportunity.

2.3 Preparation of Tender

Bidders must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Bidder, whether their offer is successful or not.

Information supplied to the Bidder by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Bidders must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Bidders of such information.

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Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Bidders will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-Tender system.

2.4 Price Schedule/s

The Council requires Bidders to complete and upload Price Schedule(s) where requested to do so within the e-Tender system.

All prices shall be in Pounds Sterling and exclusive of VAT.

2.5 Other Documents or Supporting Evidence

As instructed to do so within the e-Tender system, the Bidder must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. Only Tenders submitted without qualification, in accordance with this invitation to Tender will be accepted for consideration. The Council's decision on whether a Tender is acceptable or not will be final and the Bidder concerned will not be consulted. If a Bidder is excluded from consideration, the Bidder will be notified.

2.6 Returning Your Completed Tender

Bidders are required to submit their Tender within the e-Tender system by the time and date in the Procurement Timetable at the end of Section 2.

It is the Bidder's responsibility to ensure that the Tender is submitted and that all the requested documentation has fully uploaded by the closing date and time. Bidders should therefore allow enough time to complete questions and upload their response. Please do not leave it to the last minute.

Failure to complete and upload the requested documentation within the e-Tendering system will result in the Council rejecting the Tender as a Fail / Non-compliant Tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZipor WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

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Late Tender Submissions: Tenders received after the closing date will not be considered. The Council is under no obligation to consider partial submissions.

Emailed or hard copy Tenders will not be accepted.

If the Council issues an amendment to the original Tender, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be notified to all Bidders.

The Bidder's Tender response will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Bidders shall accept and acknowledge that by issuing this Invitation to Tender, the Council shall not be bound to accept any Tender. The Council reserves the right not to conclude a Contract or Framework Agreement for some or all of the goods, services and/or works for which Tenders are invited.

2.7 **Tender Validity**

The Tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 **Communication**

All contact and communication during this procurement should be submitted in writing through the e-Tendering system.

Bidders should seek to clarify any points of doubt or difficulty using the messaging facility in the Supplyingthesouthwest e-Tender system. They must submit clarifications at least 10 days prior to the closing date of the Tender for the Council to respond. It is not acceptable for Bidders to seek clarifications via telephone or e-mail outside of the e-Tender system. Please check the messaging system before submitting the clarification to make sure it hasn't already been asked/answered.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the Tender. Bidders should therefore not include within their question the organisation's name and any potential commercially sensitive information.

2.9 **Confidentiality**

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The Bidder must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint Bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the Tender process will be excluded from the process.

2.10 **Grounds for Rejection**

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Bidders;
- the Bidder and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations and/or fails to certify that it has fulfilled these requirements;
- the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Bidder and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members;
- dis-qualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

2.11 **Disclaimer**

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor any relevant other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of then be liable for any loss or damage (other than in respect of fraudulent

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misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 **Freedom of Information Act**

The Council must adhere to the 'Freedom of Information Act 2000'. The Act allows access to information held by the Council, including Tender documents and Contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret.

Bidders are requested to state which part, if any, of the information supplied with their Tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Bidders' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 **Transparency**

Bidders should be aware that if they are awarded a Contract, details about the resulting Contract will be published on the Council's website in accordance with the Local Government Transparency Code 2015. For further details of what the Council must publish, please visit the Local Government Association website at www.local.gov.uk

In some circumstances limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a Tender, the Bidder accepts the Council's right to publish details of expenditure as well as information contained within the Tender.

2.14 **Equality**

The Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to its commercial relationships with its suppliers.

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All suppliers will be treated fairly and equitably before, during and after the Tender procedure. Should you have any concerns about the way in which an officer of the Council has treated you, then you should, in the first instance, contact the Head of Strategic Procurement & Commissioning.

2.15 **Ethical Procurement**

The Council will consider the impact of economic and social factors along with price and quality and must ensure that the practices its Suppliers and Contractors undertake are above reproach.

Any indications of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and child labour will be challenged.

Where a Contract exists between the Council and a Supplier or Contractor and it is found that any of the practices above exist, then then Council will be entitled to terminate such a Contract in accordance with its terms and conditions.

2.16 **Climate and Nature Emergency**

Climate change impacts the current and future wellbeing of our local residents and so the Council has decided to take urgent action. In 2019, the Council declared a climate emergency across Bath & North East Somerset and is committed to playing its part by adopting a policy of net zero carbon by 2030.

The key areas that will be tackled by the Council under its Climate Emergency Strategy are:

- Support transition to a green local economy;
- Enable a major shift to walking, micro mobility (cycling), car-sharing, buses, and rail;
- Carbon neutral development and energy efficiency retrofitting;
- Increase natural environment carbon stores and biodiversity;
- Carbon neutral, social and affordable housing;
- Energy efficient homes;
- Improvement to the transport infrastructure.

2.17 **Social Value**

As a public body, Bath & North East Somerset Council(B&NES) has a legal obligation under the Public Services (Social Value) Act 2012 to consider the social value that can be achieved from the procurement of services.

<u>What is meant by 'Social value'?</u>

The Social Value Act requires public bodies to consider how the services they commission and procure might improve the economic, social and

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environmental well-being of the area. This means B&NES considering the benefit to the community from a commissioning/procurement process over and above the direct purchasing of goods, services and outcomes.

We are looking for suppliers, as the experts in delivering the provision, to tell us what additional value they are able to offer through delivery of the service that would benefit Bath & North East Somerset. This may be something you already offer in existing contracts or may be an entirely new innovation in relation to this provision.

What isn't 'Social value'?

Social value is classed as additional value, above and beyond the specification, provided as an outcome of delivering the contract, therefore if you had a fleet of electric vehicles but wouldn't be using them for this contract, this would not be relevant in your response. Equally, if you employ 5 apprentices, regardless of this contract, that would not be considered as social value either, as you are doing this anyway. If, however, you were to employ or retain apprentices as a direct result of winning this contract, this would be classed as social value.

Another area often confused with Social Value is Corporate Social Responsibility (CSR). Whilst we commend those delivering a high level of CSR, this is not considered as Social Value as it is something you are doing as an organisation regardless of the outcome of this tender and does not necessarily provide any benefit to Bath & North East Somerset as an area.

Social value should directly impact the area of Bath & North East Somerset; therefore, considerations should be made around who would benefit from the social value you are offering, would it be the residents of Bath & North East Somerset? If you were based in London and proposing to hire staff locally to the head office, you can see that, whilst that would provide jobs which is good, it would not provide those jobs to Bath & North East Somerset residents, therefore wouldn't be relevant.

Social Value Calculator

Social Value in the context of this contract will be measured using the National - Themes, Outcomes and Measures (TOMs) approach developed by the Social Value Portal.

https://socialvalueportal.com/national-toms/

All bidders are required to complete the attached Social Value calculator which will be used to score your Social Value offering.

Social Value will be scored in terms of the monetary value of a bidder's commitment and the quality of the method statements provided to demonstrate how these commitments will be met.

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2.18 **Step-In Rights**

The Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the Contract.

2.19 **Payment to Sub-Contractors**

Bidders should be aware that if they enter into a sub-contract with another organisation for the purpose of performing their obligations under the Contract, they shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

2.20 **Procurement Timetable**

The indicative timetable for this procurement is set out below. 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 time.

Date or Target Date	Activity
	Selection Questionnaire has been received and evaluated. Shortlisted companies have been chosen.
4th May 2021	**ITT issued to shortlisted companies**
18th June 2021	**Closing date for clarification questions to be submitted**
Periodic review	**Council responds to clarification questions**
25th June 2011	**Closing date and time for receipt by the Council of tenderers responses to the ITT**
2 Weeks	**Evaluation of the ITT responses by tender panel & supplier financial accounts by Internal Audit**
6TH May 2021 (tbc)	**Reference Site Visit (if required)**
12th July 2021	**Award decision made and standstill letter issued**
26th July 2021	**Expiry of standstill period**
26th July 2021 w/c	**Contract award concluded**
2nd August 2021	**Commencement Date of Contract**

2.21 **Required documents**

The table below indicates which documents are included in this Invitation to Tender. Bidders should ensure that they complete and upload ALL the required documents within the Supplyingthesouthwest e-Tendering system. Failure to complete and return documents may result in a reduction in the overall score for the Tender.

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DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement including specification	×
Section 2 – Instructions to Bidders	×
Section 3 – Questionnaire	✓
Section 4 – Pricing Schedule	✓
Section 5 – Evaluation and Award	×
Appendix 1 – Non-Collusion Certificate	✓
Appendix 2 Social Value Calculator	
Appendix 3 Terms & Conditions of Contract	
Appendix 4 Stage 4 design plans, specification, spreadsheets, Information Governance Checklist, detailed scoping documents,	

2.22 **Terms & Conditions**

The Council's Terms and Conditions of Contract are attached.

These are the terms that will apply to this contract. When you submit your tender response, you are agreeing to be bound by these terms.

Please Note: The completion and electronic return of all the documents ticked above is mandatory

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SECTION 3 – TENDER QUESTIONNAIRE

This Invitation to Tender has been issued only to those companies that have pre-qualified successfully by submitting a Selection Questionnaire which has been assessed and approved by the Council.

Bidders are required to answer the following questions comprehensively and provide evidence, where requested to support their answer. Please ensure you adhere to any word counts or instructions. The questions in this Tender Questionnaire will be scored in accordance with 5.2 Award Criteria and Weightings.

Questions in the **Tender Questionnaire** will be scored in accordance with the published award criteria and weightings in Section 5 of this document.

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SECTION 4 – PRICING SCHEDULE

4.1 Pricing

Bidders must complete the pricing provided as a separate document with all the proposed charges/prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.

Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.

The Council reserves the right to request further clarification of the pricing information by sending the Bidder a clarification message through the e-tendering system.

All charges/prices must be in pounds sterling and should be exclusive of VAT.

All pricing information will form the basis of any resulting Framework Agreement or Contract.

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SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation of Tender

The award decision will be based on the evaluation criteria as outlined in 5.2 The winning Bidder is deemed to have submitted the Most Economically Advantageous Tender. Evaluations will be carried out by Council Officers who will follow the agreed process in accordance with the Council's procedures.

5.2 Award Criteria & Weightings

Submitted Tenders will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS All questions are mandatory unless stated otherwise. Bidders must submit a response to each one. Failure to complete any question may result in a Fail as Evaluators will not be able to fully evaluate the Tender	
Tender Questionnaire	
Quality tbc	**Scored Questions:** Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder's submitted responses. The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence. Sections or questions scored as 0 or 1 may result in the Tender not proceeding to full evaluation or If the tenderer receives a score of either 0 or 1 on any question (following application of weightings to each sub criteria), the Council reserves the right to exclude that bidder from further consideration. **In addition to the scoring of the tender questionnaire, the 0 – 5 criteria detailed below will also be used to score Social Value method statements.** 0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Bidder's experience, capacity and ability to meet its requirements. 1 – The response and/or the evidence are deficient (or not

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	relevant) in the majority of areas and the Council has a low level of confidence in the Bidder's experience, capacity and capability to meet its requirements. 2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Bidder's experience, capacity and capability to meet its requirements. 3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Bidder's experience, capacity and capability to meet its requirements. 4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Bidder's experience, capacity and capability to meet its requirements. 5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Bidder's experience, capacity and capability to meet the Council's requirements. **Applying weightings to scores** The total weighting will be 100% which is split between Price and Quality. The split is shown in the left-hand column of this table. Individual scored questions will be weighted to account for their level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. e.g. if a question is weighted as 20% and scored as 5/5 then the weighted score would be 20/20. If the score were 4/5, then the weighted score would be 16/20. All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid. The attached blank score sheet will show the calculations.
Price tbc	**Price Evaluation:** The scoring is carried out within an Excel spread sheet outside

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	of the e-Tender system. All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid. Example if the price weighting were 40%, the calculation would be: (40* lowest price)/bid price The lowest price bid would receive the full 40 points. A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES Council will not award a negative price score Abnormally Low Tenders In the event of the Council having received an abnormally low tender, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations **Social Value £ Evaluations:** The scoring is carried out within an Excel spread sheet outside of the e-tender system. The total monetary value of all social value commitments is compared against the highest value to reach the percentage difference from the highest bid. Example with Social Value £ weighting 10%, the calculation is: (10* highest value)/bid value The highest value bid would receive the full 10 points. The Social Value £ weighting applicable to this tender is in the table above.
Total Weighted Score	The weighted scores for Quality and Price are added together to get a final total score out of 100. In the event of a tie-break, the Council will award to the Bidder with the highest overall Quality score.

5.3 **Clarifications**

Upon examination of the Tenders, the Evaluation Panel may request clarifications from the Bidders. The question(s) will be submitted on the e-Tendering system and Bidders must respond in the same manner.

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If clarifications are received from Bidders outside the e-Tendering system, the Panel will ask them to redirect them through the e-tendering system.

It may be necessary to also hold a clarification meeting separately with the Bidders for due diligence purposes. If, as a result of these meetings, the Evaluation Panel decide that the initial scores require adjustment, then the Bidders will be requested to submit a clarification response via the e-tendering system. The Evaluation Panel will keep notes of the reasons why the scores have been adjusted.

5.4 **Site Visits**

It may be necessary for the Tender panel to undertake a site visit (where appropriate) to see a service in situ at a Bidder's customer's offices. If this is carried out as part of the evaluation of the Tender, then the site visit will be scored and included as a weighted criterion in the quality section of the table above.

If the visit is for due diligence purposes only, it will not be scored.

5.5 **Final score**

Both the quality and price scores from the Tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a total final score and the Bidder with the best overall total final score shall be identified as the winning Bidder.

5.6 **Customer References**

References will be taken up for the winning Contractor. These will not be scored and will be for due diligence purposes only. The Council will consider whether to award the contract or seek further clarifications from the Bidder.

5.7 **Right to Not Award**

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Bidders in preparing their responses.

5.8 **Right to Terminate Subsequent Contract**

The Council reserves the right to terminate any resulting Contract, if it is discovered that the Bidder made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

5.9 **Evaluation Report**

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A report will be produced by the Evaluation Panel and a recommendation made to award to the winning Bidder in accordance with Regulation 84 of the Public Contract Regulations.

Authority to award the Contract will be sought from the appropriate Director in accordance with the Council's Contract Standing Orders' Scheme of Delegations.

5.10 **Contract Award**

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract

Both successful and unsuccessful Bidders will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations.

This notice must give feedback on the bids received including the name of the winning Bidder, why the winning bid was successful, including overall scores and commentary pertaining to the award criteria published in the Invitation to Tender.

The Contract award decision notice will be followed by a 10-day standstill period during which time, the Contract must not commence. During this 10-day period unsuccessful companies are able to challenge the award, should they wish to do so.

The 10-day standstill period starts on the day after the date of the notification letter. The letter must state the date the standstill comes to an end and this must not on a weekend or Bank Holiday.

5.11 **Contract Acceptance**

Upon the Council's acceptance of a tender, a Contract shall thereby be formed and become binding on both parties. Bidders should not submit a tender unless they agree to be bound by the form of contract issued with that tender.

The successful Bidder must not undertake work without written notification that they have been awarded a Contract and are required to start work.
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5.12 **Withholding of Confidential Information**

The Council will be careful not to disclose confidential information of the successful Bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

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SECTION 6 - APPENDICES

1. Non-Collusion Certificate
2. Social Value
3. Terms and Conditions of Contract
4. **[Health and Safety Questionnaire]**
5. **[Social Value Method Statement]**
6. **[Accessibility Checklist]**
7. **[Information Governance Checklist]**
8. **[Diversity & Equality Questionnaire]**
9. **[Sustainability Questionnaire]**

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APPENDIX 1

FAILURE TO SUBMIT THIS NON-COLLUSION CERTIFICATE WHEN RESPONDING TO THE TENDER WILL RESULT IN YOUR TENDER NOT BEING EVALUATED

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying Tender to

(Name of Client) ……

……

in relation to (details of Tender and reference) …….....

…….

certify on behalf of (name of Bidder) ……

that, with the exception of any information attached hereto (see * below):

1) this Tender is made in good faith, and is intended to be genuinely competitive;

2) the amount of this Tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;

3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this Tender;

4) I have read and understood the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a Tender or who is qualified to submit a Tender in response to this request for Tenders, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED: .....

FOR AND ON BEHALF OF: .....

DATE: .....

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APPENDIX 2

SOCIAL VALUE

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APPENDIX 3 TERMS & CONDITIONS

APPENDIX 4

APPENDIX 5

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Glossary

Invitation to Tender

‘Bidder’ means the company that is submitting a Tender response to this Invitation to Tender document;

Contracting Bodies’ or `Contracting Body’ means a public sector organisation or Local Authority described in the Contract or Framework Agreement which is allowed to procure under the Contract;

‘Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services or Works under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

‘Council’ means Bath & North East Somerset Council;

`Contract’ means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

“e-Tender system” means the electronic Tender system Supplyingthesouthwest. It is provided by ProActis and is hosted via http://www.supplyingthesouthwest.org.uk

`Invitation to Tender’ means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement;

`Offer’ means the offer made by the Bidder in relation to the proposed Contract;

‘Specification’ means the scope and description of the Goods, Services or Works to be provided pursuant to this Contract as set out in Section 1 – Specification;

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