

Procurement Document

(Open Tender Procedure)

Tender for Wareham Level Crossing – provision of crossing attendants

Reference DN525553

Contents

	<i>Page Number</i>
Introduction	2
Notes for Completion	
1. Glossary	3
2. E-Tender System	3
3. To View this Opportunity	3
4. Register Intent	4
5. Response Wizard	4
6. Selection of Lots N/A	4
7. Confidentiality	4
8. Preparation of Tender	4
9. Communication	4
10. Price Schedule	5
11. Other Documents and Supporting Evidence	5
12. Submission of Tender	5
13. Award Process	5
14. Whistleblowing Policy and Procedure	6
Evaluation and Award	
1. Evaluation	7
2. Award Criteria and Weightings	7
3. Financial Evaluation	9
4. Procurement Timetable	10
TUPE Information	11
Documentation	12
Disclaimer	13

Introduction

Purpose

The purpose of this document is to provide instructions on the response to the Invitation to Tender ("ITT"), known as "Tender"

The Tender enables Dorset Council to receive sufficient information from Organisations ("Tenderers") interested in supplying the required Goods, Services or Works and to allow: a) both the assessment of their capacity and suitability, and b) enable the Council to evaluate the Tenders submitted to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The Tender has been issued by Dorset Council in connection with a competitive procurement in accordance with the Open Procedure under the Public Contract Regulations 2015 ("the Regulations").

Title of Tender Opportunity: Wareham Level Crossing - provision of crossing attendants

Project Scope:

The pedestrian level crossing at Wareham was identified by the Office of Road and Rail (ORR) as needing mitigating safety measures. The provision of crossing attendants/guards was initially viewed as a short-term solution and a contractor was recommended to the then Dorset County Council by Network Rail.

Permanent solutions at the level crossing have been attempted in recent years but did not get the support of the planning authority, previously Purbeck District Council. As a result, the need for crossing attendants to manually open/close the electronic gates at the level crossing still remains as there is currently no suitable alternative route to cross the rail lines that is accessible for all.

Tenders are now being sought for provision of crossing attendants at Wareham Level Crossing for a 3 year contract term.

Notes for Completion

1. Glossary

- 1.1. **Contracting Bodies** or **Contracting Body** or **End User** means any other contracting bodies described in the OJEU notice;
- 1.2. **Contractor** means the person, firm or company appointed by the Council or Contracting Body to supply the Goods, Services or Works under a Contract or Framework Agreement or any Call-Off Contract or Order and shall include the Contractor's employees, personal representatives, successors and permitted assigns;
- 1.3. **Council** means Dorset Council;
- 1.4. **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;
- 1.5. **e-tender system** means the electronic tender system named Pro-Contract. It is provided by Proactis and is hosted via <http://www.supplyingthesouthwest.org.uk>
- 1.6. **Framework Agreement** means the agreement and all Appendices to the agreement for Goods and Services between the Council and the Contractor. A Contractor Framework established in accordance with Regulation 33 of the Public Contracts Regulations 2015 (and any subsequent amendment or re-enactment thereof).
- 1.7. **Invitation to Tender** means the Tender process and all its components, inviting tenders for inclusion within a Contract or Framework Agreement;
- 1.8. **Offer** means the offer made by the Tenderer in relation to a Proposed Contract or Framework Agreement;
- 1.9. **Specification** means the scope of the Goods, Services or Works to be provided pursuant to a Contract or Framework Agreement or any Call-Off Contract;
- 1.10. **Tenderer or Tenderers** means a Contractor submitting a tender to the Council for inclusion on a Contract or Framework Agreement;

2. E-Tender System

- 2.1. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help Icon within the system.
- 2.2. Supplier Guidance documents are also available to view and download.

3. To View this Opportunity

- 3.1. To view the Tender (ITT) Information in detail click on the opportunity title within 'My activities' section. Click start, you can now view all the documents relevant to that opportunity.

4. Register Intent

- 4.1. Tenderers are able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.
- 4.2. If a Tenderer does not wish to or is unable to submit a Tender and not interested in proceeding, then they are required to click on 'No longer wish to respond' to decline the opportunity.

5. Response Wizard

- 5.1. After registering intent, Tenderers may then proceed to respond to the on-line questions.
- 5.2. To start the response Tenderers are required to click 'Start My Response'.

6. Selection of Lots

- 6.1. N/A

7. Confidentiality

- 7.1. This Tender process, including all documentation, must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to complete a Tender or release its details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Tender response, such as professional advisors or partner organisations for joint applications or consortia partners.
- 7.2. The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Dorset Council, or their representatives.

8. Preparation of Tender

- 8.1. If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Tenderers.
- 8.2. Tenderers 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 Tenderer, whether or not their bid is successful.
- 8.3. Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender.
- 8.4. Tenderers 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 Tenderers of such information.
- 8.5. Responses to each Tender question should be written concisely and clearly answering the question posed in English.

9. Communication

- 9.1. All contact during this procurement should be submitted in writing through the e-tender system.
- 9.2. Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system no later than **midnight 02 July 2021** to enable to the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.
- 9.3. 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. Tenderers should therefore not include within the question placed their organisation's name and any potentially commercially sensitive information.

10. Price Schedule(s)

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

11. Other Documents or Supporting Evidence

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

12. Submission of Tender

- 12.1. Tenderers are required to submit their Tender within the e-tender system **by 09 July 2021 at 2.00pm.**
- 12.2. Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.
- 12.3. **It is the Tenderer's responsibility to ensure that the Tender is submitted within the e-tender system by the closing date and time.**
- 12.4. **Failure** to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant bid.
- 12.5. **Failure** to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant bid.
- 12.6. **Late Tender Submissions:** Tenders received after the closing date will not be considered.
- 12.7. The Council is under no obligation to consider partial submissions.
- 12.8. The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer 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.

13. Award Process

In this section "Regulation" or "Regulations" means The Public Contract Regulations 2015.

- 13.1. The Council anticipates making an award for the Contract within 30 days of the closing date for the submission of tenders. The Council may, if necessary, at its discretion, extend the period for completing the award process.
- 13.1.1. Tenderers should note that the Council reserves the right to terminate this tender procedure without any decision to award.
- 13.2. The decision to award will be on the basis of the criteria as specified in this Procurement Document and in accordance with the Regulations.
- 13.3. Once the Council has decided on the award of the Contract all Tenderer(s) will receive an award decision notice in writing pursuant to Regulation 55.
- 13.4. The Council will apply a 10-day standstill period in accordance with Regulation 87.
- 13.5. The standstill period applies from the date the Council issues, by electronic means, to all Tenderer(s) the award decision notice which will set out:
- 13.5.1. the criteria for the award of the contract;
- 13.5.2. the reasons for the decision including the characteristics and relative advantages of the successful tender and the scores of the addressee's tender and the winning tender or tenders in the case of a Framework Agreement;
- 13.5.3. a precise statement of when the standstill period is expected to end.

- 13.6. The purpose of the standstill period is to enable Tenderers to review and digest the decision, and if required to seek further debrief material. Such requests should be made via the e-tender system.
- 13.7. The Council has a duty to comply with the Regulations and the enforcement of an actionable breach of this duty shall be through High Court proceedings in accordance with Regulation 91. Chapter 6 – Regulations 88 to 104 further refers.
 - 13.7.1. If court proceedings are not commenced during the standstill period, the Council will enter into the contract at the end of the standstill period.
 - 13.7.2. If court proceedings are commenced during the standstill period, the contract-making shall automatically be suspended in accordance with Regulation 95.
 - 13.7.3. Legal communication in respect of a challenge to an award decision shall be addressed to the Head of Legal Services, Dorset Council, County Hall, Colliton Park, Dorchester, DT1 1XJ.
- 13.8. Upon acceptance of award, the Contract shall be deemed entered into and become binding on the successful Tenderer and the Council. The Tenderer shall, upon request of the Council, execute the formal Contract in the form contained in this Tender document.
 - 13.8.1. Tenderers must not undertake work without written notification that they have been awarded the Contract and are required to start work.
- 13.9. Tenderers should also note that, should they be successful, the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or failed to notify the Council of any material changes in relation to the information provided in their Tender submission.

14. Whistleblowing Policy and Procedure

- 14.1. This policy describes the Council's commitment to supporting and protecting whistleblowers. It not only applies to council employees but also applies to supplies.
- 14.2. For details of the policy:
<https://moderngov.dorsetcouncil.gov.uk/ecCatDisplay.aspx?sch=doc&cat=13280>

Evaluation and Award

1 Evaluation

- 1.1 Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures.
- 1.2 Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.
- 1.3 Submitted Tender responses will be evaluated by officers of the Council using the award criteria and weightings.

2 Award Criteria and Weightings

- 2.1 Tenderer's completion of the On-Line Questions will give the award score in terms of Quality. Such questions shall include, but are not limited to, questions in relation to company policies, accreditations and memberships, and specific questions to technical abilities in terms of contract delivery / performance in relation to the goods and services being tendered.
- 2.2 Tenderer's completion of the Price Schedule will give the award score in terms of Price.

2.3 Table: Award Criteria and Weightings

AWARD CRITERIA & WEIGHTINGS	
Price	70%
Quality	30%
Evaluation Scoring	<p>The on-line questions within the e-tender system must be completed by Tenderers and where requested to do so, Tenderers must attach required documentation.</p> <p>Quality Scoring Where responses to questions are to be scored, the following are applied by Evaluators against Tenderer's submitted responses: -</p> <p><i>5 - Excellent</i> Comprehensive and detailed response that provides high levels of confidence that the required service and delivery will be achieved. Demonstrates excellent understanding of the specification and contract requirements.</p>

	<p>3 - Good Response addresses key issues and is adequately developed. Provides good levels of confidence that the required service and delivery will be achieved. Demonstrates good understanding of the specification and contract requirements.</p> <p>1 - Basic Response addresses a limited range of issues and is basically developed. Provides only limited levels of confidence that the required service and delivery will be achieved. Demonstrates only a basic understanding of the specification and contract requirements.</p> <p>0 - Unacceptable No response or response fails to address issues and is poorly developed. Provides little or no confidence that the required service and delivery will be achieved. Demonstrates little or no understanding of the specification and contract requirements.</p> <p>All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the on-line questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.</p> <p>Pass / Fail: Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender being disqualified.</p> <p>Price Evaluations: The scoring is carried out within an Excel spread sheet outside of the e-tender system.</p> <p>The equations used outside of the system to reach the score between 0 – 5 are as follows: (for purposes of explanation, the outcome of each calculation is show below as sum A, sum B, etc.</p> <p><u>Stage 1</u> All price bids are compared against lowest bid to reach percentage difference from lowest bid. <i>Equation: $\text{price bid} - \text{lowest bid} / \text{lowest bid} * 100 = \text{Sum A}$</i></p> <p><u>Stage 2</u> Sum A is then shown as % different from 100 <i>Equation: $100 - \text{Sum A} = \text{Sum B}$</i></p> <p><u>Stage 3</u> Sum B is then divided by 100 to show it as a figure <i>Equation: $\text{Sum B} / 100 = \text{Sum C}$</i></p> <p><u>Stage 4</u> Sum C is then multiplied by the maximum score of 5 to reach the final score <i>Equation: $\text{Sum C} * 5$</i></p>
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	<p>The final score is then entered into the Score Card and will be within 2 x decimal places, e.g., 3.50.</p> <p>No minus scores can be entered into the Score Card therefore any minus scores will be entered as 0.</p>
Evaluation Weightings	<p>Within a Score Card all weightings are allowed a maximum of 100 and based on percentages. This applies to a single weighting of an overall question template, section or question.</p> <p><i>For example:</i> Score Card with four sections Four sections totalling 25 points each = 100 for the whole evaluation Each question in a section totalling 20 points each = 100 for that section</p> <p>An evaluation has a maximum score of 5. The evaluation is based on the average score to reach the % out of 100. Examples: An average score of 5 would attain 100%; an average score of 1 would attain 20%.</p> <p>When evaluating weightings are applied first to the questions, and then the results of those weightings are applied to those of the sections. If scored 100% for the questions in a section, that result would be multiplied against the section's weight. So, 100% of a section with a weight of 100 would be 100% of the evaluation – however, 100% of a section with a weight of 10 would only account for 10% of the evaluation in relative terms.</p>

3 Financial Evaluation

- 3.1 The extent of the Financial Evaluation will depend on the value and strategic importance of the contract, whether a Public Contract or individual Call-Off Contracts from a Framework Agreement. The objectives of undertaking Tenderer's financial assessment as part of a procurement exercise are to:
- Assess the risk to public sector business and/or public money which would result if a Tenderer bidding for a contract were to go out of business, or have inadequate financial resources to perform the contract; and
 - When justified, eliminate from the procurement any Tenderer whose current financial capacity would pose an unacceptable risk to business and/or public money.
- 3.2 Financial evaluation will be a combination of both financial and non-financial factors and will consider:
- Applicant Acceptability - status of a Tenderer in relation to the requirements of Regulation 57 and 58 of the Public Contracts Regulations 2015.
- 3.3 Economic and Financial Standing
- 3.4 A Tender will be deemed to be a higher risk if the Tenderer appears to be an unrealistic candidate where the contract value represents a disproportionate volume of the Tenderer's business taking into account the nature, timescales, value and risk of the contract.
- 3.5 The review of the financial health of a Tenderer may include, but not be limited to, the following checks:
- General review of Financial Statements.

- Review of ratios as appropriate, such as the areas of Financial Structure (such as liquidity and gearing), Operating Performance (such as efficiency, profitability, and working capital), and Investment.
- A credit rating check.
- Review for unusual accounting policies
- Review for major business restructuring.
- Review of Audit Opinion.

3.6 It is emphasised that financial standing is only a part of the overall selection criteria.

4 Procurement Timetable

4.1 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.

Table: Procurement Timetable

Date or Target Date	Activity
07 June 2021	Tender opportunity published
02 July 2021	Deadline for tender clarifications
09 July 2021	Tender response deadline (2.00pm)
16 July 2021	Provisional Contract award
26 July 2021	End of 10 day standstill period
27 July 2021	Formal Contract Award
TBC	Contract Start Date

TUPE Information

The Council envisages, should TUPE apply, that employees working on the services under the incumbent supplier will transfer to the successful tenderer or its subcontractors under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) along with the services. These employees are currently employed by:

The incumbent supplier who is STM Security Ltd.

A provisional list of the transferring employees is contained in the following:

Attachment File Name
Employment Rights of Transfer of an Understanding (TUPE).xlsx

The Council is not responsible for the content of any TUPE information provided.

Tenderers are advised to seek their own independent advice as to the application or otherwise of TUPE to this tender. The Council accepts no liability in respect of the same.

Should TUPE be considered to apply, the Tenderer's pricing model must include the costs associated with the TUPE transfer of these employees. The Council will not be liable for TUPE costs should a tenderer fail to take them into account when tendering.

A guide to the TUPE Regulations can be found at:

<https://www.gov.uk/government/publications/tupe-a-guide-to-the-2006-regulations>

Should the contract be re-tendered in future, the Contractor will provide up to date information on employees employed on this Contract which the Council will on to any organisation wishing to tender.

Documentation

Within this Tender process Tenderers have been provided with the following documentation. Where indicated by ✓ these are required to be completed and uploaded within the e-tender system.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Procurement Document – Open Tender Procedure (<i>this document</i>)	x
Schedule 1 – Specification	x
Schedule 2 – Price Schedule	✓
Contract Terms and Conditions	x
TUPE Information	x
Copy of Quality Questions	x

Disclaimer

This information in this document does not purport to be comprehensive. It has not been independently verified. It is not intended to provide the basis of any investment decision and should not be considered as recommendation by Dorset Council as an invitation to negotiate.

The Council does not accept any qualifications or additions to invitations to tender except those raised and responded to in the clarification stage or where a response to a question is requested. The Council will not accept any amendments or alterations to the terms and conditions raised during or after the tender submission. Any errors in this procurement document shall not invalidate the Tender procedure or release any Tenderer from any obligation under a Contract. Errors or omissions corrected by the Council that affect the contract shall be made by agreement.

The Council reserves the right to change the Tender procedure without prior notice and to terminate discussions and the delivery of information at any time before the signing of any contract.